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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

Sir Charles Longmore.

WE PRINT elsewhere a notice that the Council of the Law Society propose to ask the President, Sir CHARLES LONGMORE, to sit for his portrait in uniform, in order that it may be hung in the Society's hall. The President has throughout his year of office been actively engaged in military duties, and it is very fitting that the memory of this unique event should be perpetuated in the manner suggested. The subscriptions are not to exceed £1 1s. each, and we have no doubt that there will be a very ready response from the profession.

The Prince of Wales' Feathers as a Trade-Mark.

THE Court of Appeal has (*ante*, p. 456) upheld the decision of EVE, J., in the case relating to the use of the Prince of Wales' Feathers as a trade-mark, which we described at some length on a previous occasion (*ante*, p. 214). The Court of Appeal hold that, since the marks in question had been on the register for more than seven years, and since the registration was not obtained by fraud, they were entitled to the protection of section 41, and could not be removed from the register unless they were "calculated to deceive," which they were not. It may be that if the marks were tendered for registration now they might not be accepted as new marks, because of section 68 of the Act of 1905, but the Court of Appeal was of opinion that the proviso to that section prevents its affecting trade-marks already in use when the section came into operation, as the trade-marks in the case under notice were, and in this we think they are right.

Evidence in Trade-Mark Cases.

IN the recent case in the Court of Appeal of *Re Bagots Hutton & Co.'s Trade-Marks* (*Times*, 1st April), where the question arose whether a certain firm of distillers had an exclusive right to have a picture of a cat registered as a mark for gin, the Master of the Rolls, in concurring with the judgments delivered by the other members of the court, added a few words protesting against the practice of trying trade-mark cases upon a vast mass of affidavit evidence adduced to prove that the mark in question was calculated to deceive, or the contrary, as the case might be,

procured at great cost, and none of it subject to any cross-examination. And in *The Prince of Wales' Feathers Case* referred to above, in the course of the argument the Master of the Rolls again spoke strongly of the necessity for cross-examination in such cases, in the absence of which, he said, the court was not put in a fair position to deal with the facts. If, as was objected, that course would greatly increase the expense, then the affidavits on each side ought to be restricted in number. The other members of the court expressed their concurrence with his lordship's remarks.

Communication with Alien Enemies.

WE HAVE referred on various occasions to the subject of communications with alien enemies (*ante*, pp. 360, 392), and we have ventured to urge the view that such communications are only prohibited when they relate to military matters, or are of a commercial nature. That view was not adopted by Sir SAMUEL EVANS in *The Panariellos* (*ante*, p. 399), or by SARGANT, J., in *Robson* v. *Premier Oil and Pipe Line* (*ante*, p. 413), and the judgment of SARGANT, J., has been, as appears from the report on another page, affirmed by the Court of Appeal. We have nothing to add to the reasons which we have already given for our view, and we regret that it has not prevailed. But the present time is obviously an unpropitious one for pursuing the matter, and for the purpose of the present war it may be regarded as settled that the prohibition of intercourse between subjects of hostile States is not restricted to commercial intercourse, but is absolute. It may be unfortunate that the law has not advanced since the days of Lord STOWELL; on the other hand, we have to deal with the fact that the practice of war, as carried on by Germany, has not only not advanced, but has reverted to the primitive type of ATTILA. The practical result of the recent decisions is that communications with enemy subjects must take place through the Foreign Office; for, of course, it is clear that such communications are frequently necessary; where, for instance, a solicitor has to obtain instructions from an enemy defendant.

Alien Enemies and German Outrages.

THE GRAVITY of recent events and the feeling which they have naturally aroused in this country against Germany have made the treatment of Germans in England a matter of great difficulty. It has been one of the unfortunate incidents of the war that alien enemies have been subjected to imprisonment on a scale previously, we believe, unknown. The original policy of the Legislature was defined by the Aliens Restriction Act, 1914. Aliens might be prevented from landing, and might be deported; if remaining here they might be required to reside within certain places; and they had to comply with provisions as to registration and otherwise. Such provisions were made in the Aliens Restriction Order, and registered aliens became, under the judgment of SARGANT, J., in *Princess of Thurn* v. *Moffitt* (*ante*, p. 26; 1915, Ch. 58)—a judgment which has been accepted as correct—*sub protectione domini regis*, and entitled to sue in the civil courts. Nevertheless, the War Office assumed that they still ranked as alien enemies, and were liable to be imprisoned, though, to the credit of the Government, it withstood much popular clamour, and imprisonment was inflicted in moderation, and we understand that many at first imprisoned were released. Of course, imprisonment inflicted great hardship on civilian Germans who could not be fairly charged with complicity in the crimes of their Government, and it was only justifiable on the ground of national danger. How far the presence of these people constituted a danger we need not discuss; but it looks as if, in the present emergency, imprisonment may become necessary for their own safety. This, however, is a regrettable result, and no doubt, after the first flush of indignation, the tendency to violence against alien enemies who are in this country will subside, as well from the good sense of the community as from the action of the magistrates.

The Custodian and Enemy Ships.

IT IS perhaps not surprising that the Court of Appeal, affirming WARRINGTON, J., has declined in *Re Wilhelm Hemsoth (Limited)* (Weekly Notes, 1915, p. 194), to make an order under the Trading with the Enemy Amendment Act, 1914, vesting an enemy ship in the Public Trustee as Custodian. Under section 4 the High Court may, on the application of a creditor of an enemy, vest in the Custodian any real or personal property of the enemy; and under section 5 the property so vested may be made liable for payment of the enemy owner's debts. In the present case the applicants were creditors of a German company, and a ship belonging to the German company was at the outbreak of the war at Blyth, under such circumstances that she was seized as prize and a detention order made against her. The applicants claimed to have the ship vested in the Custodian, but that official objected to accept the responsibility of holding property of such a nature. Had the terms of the statute been imperative, possibly the court would have had no option but to vest, and the Custodian to accept, the ship. But, seeing that the section is only permissive, it was possible to refuse the application, and this the court did. There were further reasons for the course in the uncertainty as to the future ownership of the ship in view of her enemy character and the doubt as to how interned ships will ultimately be dealt with. This is a matter depending on the provisions of the Hague Convention with respect to ships in a hostile port at the outbreak of war, and on the course which may be adopted by Germany.

The Privacy of Jury Trials.

"THERE'S A divinity doth hedge a king," is a quotation from SHAKESPEARE with which the wide world is familiar. And that "there's a sacredness doth hedge a jury," is a parallel maxim which the lawyer of to-day may justly construct in view of some very recent cases relating to juries. The latest of these cases is *Goby* v. *Wetherill* (*Times*, 28th April), which has just been decided by a Divisional Court (BAILHACHE and SANKEY, JJ.). A collision between two motor-cars on the road from Margate to Dover last year had been followed by a county court action, or rather two actions consolidated and tried together, in Ramsgate County Court, before his Honour Judge SHORTT. This action was a jury case and was tried twice, since on the first occasion the jury disagreed. On the second occasion, it appears, while the jury were deliberating together apart in their own room, the town sergeant—to whose care they had been committed—remained with them in the room. He did so out of a mistaken belief that such was his duty and he in no way interfered with the jury; the foreman of the jury made an affidavit to that effect. The unsuccessful party on learning of this undoubted irregularity—for it is a fundamental rule of jury-law that juries shall deliberate in privacy—applied unsuccessfully to Judge SHORTT for a new trial; but on appeal to the Divisional Court he succeeded. The principle that a jury must deliberate in secret, and must not be exposed to the slightest danger of a stranger intimidating them or revealing their individual opinions, is so fundamental that any interference, however innocent, invalidates the trial and renders a new trial necessary. Such is the rule which the Divisional Court accepted as good law and acted upon. There is old text-book authority of a vague kind in its favour, and last year it had been definitely laid down in two criminal cases. In *R.* v. *Willmont* (1914, 78 J. P. 352), a conviction was quashed by the Court of Criminal Appeal because the clerk of assize had visited the jury and entered into a discussion of some of their difficulties with them; he explained that he had done this innocently to answer an obvious legal query and save the judge the trouble of addressing the jury upon it. Again, in *R.* v. *Ketteridge* (1914, 59 SOLICITORS' JOURNAL, 163), where, after the summing-up of the judge, a juror in a criminal trial went away and conversed with strangers, it was held to be immaterial whether or not the irregularity had in fact prejudiced the prisoner; the judge was bound to discharge the jury and commence the proceedings afresh. Possibly the antiquarian origin of this rule is to be found in the religious character which marks trial by jury in the primitive times. The jury were supposed to receive divine assistance in arriving at their verdict and bore a semi-sacred character whilst discharging their office. The presence of an unhallowed person broke the magic spell and deprived them of the power to invoke the aid of the Gods.

Irregularities at Jury Trials.

BUT WHILE the privacy of a jury is fenced in with so many legal safeguards, there are certain hindrances which stand in the way of any ingenious practitioner who might use the evidence of trivial irregularities to secure new trials where the verdict has been adverse to his client. In the first place, there is a difficulty in proving the irregularity by any permitted means; the court will not allow a juryman to be called in order to establish it: *Rex* v. *Willmont* (*supra*). In all the three cases we have just referred to this difficulty was obviated by the fact that the evidence of a court official was available to prove the irregularity; indeed, the clerk of the court and the town serjeant frankly admitted at once what had happened. But such evidence cannot always be at hand. Again, where the irregularity alleged is misconduct on the part of the jury, or any individual juror, the court will not lightly entertain even extrinsic evidence to prove it; only when the allegation is of a very serious kind will it depart from this rule: *R.* v. *Syme* (1914, 10 Cr. App. R. 284). Yet again, where the irregularity is the result of emergency or necessity, and not the voluntary (although innocent) act of an individual, the court insists on more than a mere irregularity as a condition precedent to quashing the proceedings; prejudice to the prisoner arising out of the irregularity must in such a case be established: *R.* v. *Crippen* (1910, 1 K. B. 149). In the case quoted, the notorious murder trial of Dr. CRIPPEN, a juryman was taken ill during the course of the proceedings and had to leave the court temporarily in the custody of the usher to obtain medical assistance. No one except the doctor spoke to him, and their conversation was limited to the subject of the juryman's sudden attack of faintness; nothing prejudical to the prisoner arose out of the incident, and the Court of Criminal Appeal refused to quash the conviction on account of it. So it is clear that irregularities at jury trials are not in practice very profitable waters in which the practitioner who fishes for technical flaws can indulge his ingenious talents.

Actions on a Contract by Third Parties.

THE DECISION of the House of Lords in *Dunlop Pneumatic Tyre Company* v. *Selfridge & Co.* (*ante*, p. 439) is an interesting application of what seems to be a settled doctrine of law, namely, that, except under special circumstances, it is only the parties to a contract who can sue on it. The most familiar example of a suit by a third party is where the contract is made for his benefit as a *cestui que trust*. In *Gandy* v. *Gandy* (30 Ch. D., p. 67), COTTON, L.J., after stating the general rule, said: "That rule, however, is subject to this exception: if the contract although in form it is with A, is intended to secure a benefit to B, so that B is entitled to say he has a beneficial right as *cestui que trust* under that contract, then B would in a court of equity be allowed to insist upon and enforce the contract." There remains, of course, the question whether the third party is in the particular case a *cestui que trust* under the contract, and this may present difficulty. Then there is the special statutory provision of the Real Property Act, 1845, s. 5, under which the benefit of a covenant in an indenture respecting any hereditaments may be taken, although the taker is not named a party to the indenture, a provision which was applied in *Dyson* v. *Forster* (1909, A. C. 98). In this case the contract must be in an indenture, but of course in an ordinary case an action may be brought on a deed poll. A contract may well be made by deed poll, and the promisee, though not a party to the deed, can sue if he is identified in the body of the deed: *Sunderland Marine Insurance Company* v. *Kearney* (16 Q. B. 925). In the recent case before the House of Lords the Dunlop Company had entered into a contract with DEW & Co., who were purchasers of tires, etc., in restriction of the price at which these were to be re-sold. DEW & Co. sold to SELFRIDGE & Co., and took a similar restrictive agreement from the latter. This agreement was broken, and the Dunlop Company claimed to be entitled to sue on it. But the Court of Appeal, reversing PHILLIMORE, J., rejected the claim, and this has been affirmed by the House of Lords. "The law of England," said the Lord Chancellor, "knows nothing of a *jus quæsitum tertio* arising by way of contract. Such a right may be conferred by way of property, as, for example, under a trust, but it cannot be conferred on a stranger to a contract as a right to enforce the contract *in personam*." There were further points in the case, but this statement of the law adopts that which we have cited from *Gandy* v. *Gandy* (*supra*).

Frontagers and the Highway.

THE DIVISIONAL COURT (BAILHACHE and SHEARMAN, JJ.) has recently dismissed (*Horridge* v. *Makinson*, 1915, W. N. 180) an ingenious attempt to impose on frontagers a novel and serious liability. In 1901 the local authority at Hindley, acting in pursuance of their powers under the Private Street Works Act of 1892, paved a highway in their area and charged the expense upon the frontagers of the new street. In doing the work they found that against the wall of the defendant's house there was a coal-shoot which was level with the pavement; they raised the level of the pavement but left the shoot as it was; the result was that a hole remained over the coal-shoot beneath the level of the pavement. The plaintiff fell into this hole and got injured; against whom, if anyone, could that plaintiff claim damages? Not against the local authority, because of the well-known principle which exempts that authority from liability for mere *non-feasance*. But could the frontager be made liable? Various arguments suggesting such liability were put forward in the case. The frontager, it was suggested, owns the sub-soil of the road *ad medium filum*, and therefore the hole was a nuisance on the frontager's land for which he was responsible. If any answer is required to this contention it is enough to say that the nuisance was not in the sub-soil but in the paved surface of the road, which, under the Public Health Act of 1875, vests in the road authority. Again, it was suggested that, since the coal-cellar, to which the shoot gave access, was connected to the defendant's premises, the defendant had allowed her land to become a nuisance so as to injure a passer-by on the highway (*Barker* v. *Herbert*, 1911, 2 K. B. 633). But here the nuisance was solely connected with the shoot on the highway, not with the cellar, and a frontager has no right or duty to repair the highway and is under no liability *qua* frontager for a nuisance upon it (*Robbins* v. *Jones*, 1863, 15 C. B. N. S. 221). Lastly, it was most ingeniously and cleverly contended that works executed under the Private Street Works Act, 1892, are done by the road authority as agent for the frontager, whose duty it is to make up the road and who has to pay for the work under the statute; hence the frontager is liable for his agent's acts—especially if he has ratified them by acquiescing in the plans served on him instead of exercising his legal right to oppose them. But this argument is not really sound; both under the Private Street Works Act of 1892 and under section 149 of the Public Health Act, 1875, which applies where the local authority has not adopted the later Act, the road authority is the person whom the statute authorizes to do the work; any rights of objection to the plans, &c., reserved to the frontagers are merely intended to protect them against extravagance by the local authority. For all these reasons the Divisional Court would seem to have come to the right conclusion in deciding that the frontager is not liable for a nuisance such as we have described. It seems to follow that an injured passer-by has no remedy against anyone, a plain *reductio ad absurdum*.

In the House of Commons on Monday Mr. Llewelyn Williams asked the Prime Minister whether, having regard to the continual breaches of The Hague Convention by the Germans, the Government intended to continue to allow Germany to pray in aid the articles of The Hague Convention, as in the case of *The Ophelia*, when it suited her purpose, while breaking any article which caused her inconvenience; and whether the Government were taking any, and, if so, what, steps to bring officially to the notice of the signatories to The Hague Convention the gross and repeated breaches of the Convention by the enemy. The hon. member explained that his question was put on the paper before the committal of the infamous crime of the sinking of *The Lusitania*. Mr. Asquith: This war was begun by Germany with the flagrant breach of a treaty, and it has been carried on with a progressive disregard of Conventions and the previously accepted rules of warfare. The facts are universally known, and there is no object in approaching neutral Governments unless or until the latter are prepared to take some action in the matter. We trust that neutral nations are growingly realising that the issues involved in this war affect the whole of the civilised world and the future of humanity.

The Sinking of *The Lusitania.*

THERE is no need for us to accentuate the indignation with which the sinking of *The Lusitania* and the murder of some 1,500 non-combatants, both of belligerent and neutral nations, has been received. The nation most affected next to ourselves is the United States, and it is still a critical question what result this atrocity will have on the relations between the United States and Germany. There has, so far as we have observed, been no disposition on the part of the Press of this country to urge the United States to take the extreme step of declaring war. Whether that comes or not, and however much it might be justified, there are obvious considerations which weigh in favour of continued neutrality. What might be the effective influence of the United States as a military and naval power it is beyond our province to inquire, but we know that she has rendered great services as a neutral, both in the feeding of Belgium, and in negotiations as to the treatment of prisoners in belligerent countries; and it is difficult to see how these services are to continue or to be replaced if the United States becomes a belligerent. And even more important is the position which it has been anticipated the United States would take in bringing about the restoration of peace. President WILSON has, it is understood, from the beginning hoped to find his true function here, and so much seems to be implied, though not expressed, in a speech made on 20th April at New York at a luncheon of the Associated Press. We take the following passage from the message of the *Times* correspondent at Washington dated 21st April (*Times*, 22nd April).

> We are the mediating nation of the world. I don't mean that we undertake not to mind our own business and to mediate where other people are quarrelling. I mean the word in a broader sense. We are compounded of the nations of the world. We mediate in their blood, we mediate in their traditions, we mediate in their sentiments, tasks, and passions. We are therefore able to understand all nations, not separately as partisans, but unitedly as knowing, comprehending, and embodying them. . . . . My interest in neutrality is not a petty desire to keep out of trouble . . . . I am interested in neutrality because it is something so much greater to do than to fight. There is a distinction waiting for this nation that no nation ever yet got. It is the distinction of absolute self-control, self-mastery.

Since that speech was made, circumstances have put President WILSON'S position to a severe test, and if the recurrence of such a crime as the sinking of *The Lusitania*, can be prevented without the United States going to war, this may well be a better result than her participation in the measures which the Allies are bound to take for the punishment of the authors of the misdeed. It is an obvious reflection how easy it would have been to avoid the present war had the German Emperor and his military entourage been as cautious as President WILSON. But there we see the difference between a peaceful and truly "cultured" ruler, and the head of a nation which boasts of civilization but has its ideals in the barbaric past.

We have no means of judging how the present outrage is viewed by lawyers in Germany. It is one of the misfortunes of war—a misfortune against which we have done our best to protest—that communications between the influences which make for peace in the different belligerent countries are interrupted. For this purpose we have urged that the courts should not attempt to interfere with non-commercial communication. "It is to be hoped," wrote Sir THOMAS BARCLAY in the *Nineteenth Century* for last November, in reference to air-bombs, "that German public opinion will be wiser and more humane than the German military authorities, and condemn inhuman and brutally useless methods of carrying on warfare which are rousing the whole civilized world against the German people." These brutally useless methods have advanced a long way since those words were written, and we have noticed no general desire on the part of the German people to dissociate themselves from the methods of their military rulers. The German Press, as reported over here, seems to indorse these methods. Whether that reflects the real feeling of the German people we have no means of judging. That it reflects the real feeling of German lawyers we find it hard to believe. "Conscience, good sense, and the sense of duty imposed by the principles of humanity, will be the surest guides for the conduct of sailors, and will constitute the most effective guarantee against abuses. . . . As to the humanitarian sentiments of which the British delegate has spoken, I cannot admit that there is any country in the world which is superior to my country or my Government in the sentiment of humanity." Doubtless these words of Baron MARSCHALL VON BIEBERSTEIN at The Hague Conference of 1907 were honestly spoken at the time, but events have shewn that they have ceased to represent the views of those who have the conduct of this war of Germany's making. We wish it were possible to ascertain if they have ceased to represent the views of that class in Germany to which the maintenance of law is entrusted. Comparisons have been drawn between British and German men of science. We have seen no reference to British and German jurists, though Germany has two of the names which were pre-eminent in the 19th century; and the country of SAVIGNY and IHERING is responsible for the infamy of the sinking of *The Lusitania*! We wish it were possible to get a disclaimer from the lawyers of Germany.

But no doubt the German Government has lawyers to advise it, and these lawyers have been bound to frame some defence for their departure from the rules alike of maritime war and of humanity. It has been the great justification of the right of capture of private property at sea, that it was the most humane way of exerting sea power and bringing war to an end. The right of capture has now given way to a usurped right of destruction, and the exemption of human life has gone as well. The defence is that Great Britain is starving Germany. "Germany justifies her submarine warfare on the grounds that Great Britain is threatening to starve the civilian population of Germany by prohibiting neutral commerce with Germany in foodstuffs and other necessaries." This, it is stated, is part of the note sent by Germany to the United States in reference to the sinking of *The Lusitania*. But of course the present position has developed out of the initial inhumanities of Germany at sea. The British declaration of a military area over the whole of the North Sea last November was prompted by the German practice of scattering mines indiscriminately in the North Sea. Germany replied by attacking and sinking British merchantment without taking any precautions to safeguard the lives of the crews, and in February it issued its decree declaring all the waters around Great Britain a military area. Thereafter neutral vessels were attacked as well as British. In fact, as Mr. ASQUITH said, Germany substituted indiscriminative destruction for regulated capture. This she was already justifying on the ground that we were attempting to starve the civil population, and the British Government did in fact then, by way of retaliation, take the extreme step of framing measures to prevent commodities of any kind from entering or leaving Germany. Doubtless this has had, or will have, an effect on the civil population. The distinction between that sort of effect and the wanton killing of the greater part of the passengers and crew of *The Lusitania* it is needless to point out. The pressure on the civil population of Germany will continue only so long as the German military authorities persist in their criminal attack upon Europe. When Belgium is restored and such reparation made to the Allies as is possible, and guarantees taken that Germany shall cease to be a military threat to her neighbours, and when too those responsible for the excesses of the war have been made amenable to such punishment as it is thought proper to inflict, the pressure on the civilian population due to Great Britain's ameliorated form of blockade will doubtless be withdrawn. But nothing can undo the tragedy of *The Lusitania*.

In the House of Commons on Tuesday Lord C. Beresford asked the First Lord of the Admiralty if he could state the number of mercantile vessels, yachts, trawlers, and drifters which had been sunk during the war, the names of their captains, and the number of officers and men who had been killed or drowned. Dr. Macnamara: On the assumption that the question does not include commissioned vessels, according to our latest information the total number of the craft sunk by the operations of the enemy is 201, and the approximate number of lives lost, including passengers, 1,556. The figure includes losses known up to noon this day. I will communicate the names of the masters to the noble lord if he so desires.

Compulsory Licences under Patents.

A PATENTED article can only be made by the patentee or by anyone licensed by him, and a patentee can refuse to grant a licence or can agree to grant it only on such onerous terms as to be in fact unreasonable. This may be productive of hardship on the public by not giving them that benefit which they are entitled to expect from the patented invention, and also of hardship on individuals in this way: A patents an article, B patents an improvement on that article, and the improved article may be commercially far more useful than the original patented article, but B cannot put his improved article on the market without obtaining a licence from A; and A may refuse to grant any licence or only agree to grant a licence on unreasonable terms. It is mainly on the existence of the hardships above referred to that the principle of compulsory licences is founded. By the Patents Act of 1883, the Board of Trade were empowered on the petition of anyone interested to order the grant of a compulsory licence when "by reason of the default of the patentee to grant licences on reasonable terms (*a*) the patent is not being worked in the United Kingdom, or (*b*) the reasonable requirements of the public with respect to the invention cannot be supplied, or (*c*) any person is prevented from working or using to the best advantage an invention of which he is possessed." Very little use was made of this provision, which for a variety of reasons, into which we need not now enter, proved a practical failure. In 1902, some further alterations in the law relating to compulsory licences were made, but again the result was not a success.

The present statutory provisions on the subject are found in the Patents and Designs Act, 1907 (7 Ed. 7, c. 29), section 24 of which provides as follows:—

(1) "Any person interested may present a petition to the Board of Trade alleging that the reasonable requirements of the public with respect to a patented invention have not been satisfied, and praying for the grant of a compulsory licence, or, in the alternative, for the revocation of the patent.

(2) The Board of Trade shall consider the petition, and if the parties do not come to an arrangement between themselves, the Board of Trade, if satisfied that a *primâ facie* case has been made out, shall refer the petition to the court, and, if the Board are not so satisfied, they may dismiss the petition.

(3) Where any such petition is referred by the Board of Trade to the court, and it is proved to the satisfaction of the court that the reasonable requirements of the public with reference to the patented invention have not been satisfied, the patentee may be ordered by the court to grant licences on such terms as the court may think just, or, if the court is of opinion that the reasonable requirements of the public will not be satisfied by the grant of licences, the patent may be revoked by order of the court. Provided that an order of revocation shall not be made before the expiration of three years from the date of the patent, or if the patentee gives satisfactory reasons for his default.

(4) On the hearing of any petition under this section the patentee and any person claiming an interest in the patent as exclusive licensee or otherwise, shall be made parties to the proceeding, and the law officer or such other counsel as he may appoint shall be entitled to appear and be heard.

(5) For the purposes of this section the reasonable requirements of the public shall not be deemed to have been satisfied—

(*a*) if by reason of the default of the patentee to manufacture to an adequate extent and supply on reasonable terms the patented article, or any parts thereof which are necessary for its efficient working, or to carry on the patented process to an adequate extent or to grant licences on reasonable terms, any existing trade or industry, or the establishment of any new trade or industry in the United Kingdom is unfairly prejudiced, or the demand for the patented article or the article produced by the patented process is not reasonably met; or

(*b*) if any trade or industry in the United Kingdom is unfairly prejudiced by the conditions attached by the patentee before or after the passing of this Act to the purchase, hire, or use of the patented article or to the using or working of the patented process.

(6) An order of the court directing the grant of any licence under this section shall, without prejudice to any other method of enforcement, operate as if it were embodied in a deed granting a licence and made between the parties to the proceeding."

Although the Act of 1907 has been in operation over seven years, no compulsory licence has, we believe, been granted under it, but a petition for such a licence was recently referred to the Court by the Board of Trade and came before WARRINGTON, J., as the judge then appointed under section 92 to hear such applications, from whose decision there is, it should be noted, no appeal. The petition under notice was by the *Robin Electric Lamp Co.* (*Limited*) for a compulsory licence under nine patents relating to the manufacture of tungsten drawn wire, which is the material used in the manufacture of metallic filament electric lamps. It appears that certain companies who own the patents in question (with others) pooled their patents and with their licensees formed themselves into the "Tungsten Lamp Association," which controls the supply of electric lamps with drawn tungsten wire filaments; the practical result being that manufacturers outside this ring can only obtain drawn tungsten wire at a very high price, which is much above the price at which it is sold abroad. If manufacturers could obtain supplies of this wire at reasonable prices, metallic filament electric lamps could be sold at a considerably less price than that which the public have now to pay, a fact of which the public generally are, we suppose, quite unaware. The Robin Company are the owners of a patent for an improved kind of double filament electric lamp. They stated in their petition that they could not hope to be successful in establishing a trade in their lamps unless the filaments were made of drawn tungsten wire, and they could not obtain drawn tungsten wire at a reasonable price, although one of the companies forming the ring had offered to supply the wire at a very high—in fact a prohibitive—price. WARRINGTON, J., refused the application (32 R.P.C. 202), and said that on their own evidence the petitioners had failed to establish the case required by the Act.

In the course of his judgment the learned judge put the following construction on section 24:—First, that in sub-section (1) "the reasonable requirements of the public" is something distinct from the reasonable requirements of individuals; secondly, that in 5 (*a*) "the default of the patentee" is default not towards the petitioner, but towards the public generally, or that "part of it which is interested in the matter in question"; thirdly, that the words "trade or industry" in 5 (*a*) are used in a wide sense like cotton trade and woollen trade, "so that it is not enough to establish that a particular trader is unfairly prejudiced: it must be further proved that the trade or industry as a whole is thus affected"; fourthly, "that the establishment of a new trade or industry is a different thing altogether from the entry of a particular person into an existing trade or industry"; and fifthly, that "the demand for the patented article" at the end of 5 (*a*) is not the demand of a particular individual, but that of the public at large. WARRINGTON, J., therefore, in dealing with the reasonable requirements of the public, in effect cut down the public to the particular trade. It seems to us that this is wrong. If by reason of his action a patentee compels the public to pay much higher prices for an article than they would otherwise have to pay, it might well be held, having regard to the mischief which the system of compulsory licences was intended to remedy and to the language of section 5 of the Statute of Monopolies, that the reasonable requirements of the public have not been satisfied. In the case under notice the learned judge found as a fact that the needs of the public were "amply supplied," but this was a complicated question of fact into which we do not propose to enter.

Again, the learned judge said that the establishment of a new trade is a different thing altogether from the entry of a particular individual into an existing trade or industry, with which we agree; but he held that the starting by the petitioners of a trade in these particular lamps was not the establishment of a new trade. With this we disagree. The learned judge did not attempt to define what is a new trade or industry as contra-distinguished from an existing trade or industry. We think that when, as here, an improvement on an existing article is patented, the trade in the improved article is a new trade and not an existing trade. Again, the learned judge decided that "the demand for the patented article" at the end of 5 (*a*) means not the

demand of a particular person but the demand of the public at large. We entertain very great doubt whether this is right, but, if it is wrong, it stands because there is no appeal from this decision.

The decision under notice has in effect knocked the system of compulsory licences on the head. If the system is a beneficial one, and we believe that it is, further legislation on the subject is required, and such further legislation should, among other things, restore the provision of the Act of 1883, making it a ground for the granting of a compulsory license that any person is prevented by the action of a patentee from making or using to the best advantage an invention of which he is possessed. In fact, we think that it should be ground for granting a compulsory licence that, by reason of the default of a patentee to grant licences on reasonable terms, any person is prevented from carrying on to the best advantage any trade or industry in which he is engaged.

Allegiance of Companies.

[COMMUNICATED.]

THERE are no two lawyers who are better able to express an opinion on company law than Lord LINDLEY and Lord WRENBURY (who was perhaps better known as Lord Justice BUCKLEY), and their letters to the *Times* on 1st May and 3rd May (*ante*, p. 461) deserve very careful consideration. Lord LINDLEY raises, probably for the first time, the question of the allegiance of limited companies, and suggests that limited companies under the control of Germans resident abroad should be prevented from suing in our courts. In short, Lord LINDLEY regards a limited company owned by German shareholders resident abroad as in the same position as the shareholders themselves, *qua* allegiance.

Lord LINDLEY's letter of 1st May, and also his previous letter on the same subject (*ante*, p. 237), was the result of the decision of the Court of Appeal in *Continental Tyre, &c., Co. (Limited)* v. *Daimler Co. (Limited)* (*ante*, p. 232; 1915, 1 K.B. 893). Lord WRENBURY considers that it would be difficult to frame an Act of Parliament to deal with the matter, and suggests that a principle should be enunciated which the Law Courts could apply. It would be possible, perhaps, to get over this difficulty by an enactment that no such action should be brought by a limited company, German-owned, except with the fiat of the Attorney-General, and this might give a wide discretionary power to the Attorney-General to allow or disallow proceedings in the High Court in the case of German-owned companies. Lord WRENBURY is perfectly justified in his contention that it would be difficult to frame an Act of Parliament, as the question would at once come to the front as to the definition of a German-owned company. It is well known that the shareholders of these German-owned limited companies are often themselves corporations. If Lord LINDLEY's contention be correct, that a corporation cannot owe allegiance to anyone, it follows that the German corporation which owns the shares also cannot owe allegiance, and it may be a matter of some difficulty to get at the share register of the German companies to see what proportions of the German companies are held by alien enemies, and alien friends, and British subjects, and this difficulty is not decreased by the fact that shares in these German companies are often bearer shares, some of which are held by Britishers.

Lord LINDLEY's proposal to deprive all German-owned companies of their right to sue is a moderate proposition, but this proposition should be considered from every point of view. On his premises it would be quite proper to take away entirely the right of a German-controlled limited company to carry on business in this country, and this consideration brings out a basic distinction between a group of Germans resident abroad and a limited company owned by such German shareholders. The difference is basic since, by the Trading with the Enemy Acts and Proclamations, it is quite legal for a British subject resident here to contract with such a limited company, whereas it is illegal for such a person to contract with the group of German shareholders themselves.

The following is a copy of a letter dated 18th September, 1914, from Treasury Chambers, Whitehall, to A. E. G. Electric Co., Limited:—

> "In reply to your letter of the 11th inst., I am desired by the Committee on Trade with the Enemy to say that there is nothing in the Trading with the Enemy Proclamation to prohibit trade with the A. E. G. Electric Co., Limited, or the Electric Co., Limited."

And a similar letter from the Foreign Office dated 5th October, 1914, with reference to the Poldi Steel Works (Sheffield Branch) is quoted *ante*, p. 4. This power of the limited company to contract certainly seems to carry with it the power of both of the contracting parties to sue in the courts for breach of contract.

There are many limited companies which would fall within any reasonable definition of "controlled by alien enemies," and one such company alone is employing hundreds of workmen in manufacturing at the present moment. It makes no difference that (in the case mentioned) the contracts are for Government work, and exclusively for Government work. The principle would remain the same, namely, that, apart from such power, the limited company in question could not sue for money owing to it wherewith to pay the wages.

There are some German-owned companies which have paid a small dividend, or are on the verge of paying a dividend, and, in this case, the receipts of the company go substantially for payment of working expenses. Where enough profit is made to pay a dividend, such dividends are, of course, paid to the Public Trustee under the Trading with the Enemy Amendment Act, 1914. These corporations are, moreover, subject to have their books investigated, and there are many cases in which actual receivers have been appointed. A receiver has been appointed in the case of *Meister Lucius & Bruning (Limited)* (*ante*, p. 25), a name which is familiar to most people, and also of the Mersey Chemical Works (Limited), the shares of which are held by German concerns exclusively. If the right of all these companies to sue be taken away, the effects will be far-reaching. Take, for example, the following class of case:—

These companies have taken on lease property at very heavy rentals, not merely in London, but in various centres of Lancashire and Yorkshire, and, in some cases, they have sublet a part, and, in case of removal, have sublet the whole of the premises. It would be a curious situation if the landlord sued the German-owned company for the rent, and the German-owned company could not, in its turn, sue the sub-lessee. Money received from one source is usually applied in another, and a restriction on the German-owned company from suing might have effects not contemplated.

Lord WRENBURY intimates that if the principle in the *Continental Tyre Co.'s case* is correct it might be possible for a German-owned limited company to own and sail a ship. Owing to special legislation with relation to the ownership of British ships this statement may not be correct, and Sir SAMUEL EVANS has reserved the point in two cases which have already come before him (see p. 452, *ante*). In order to put the case on the same footing as most of the English companies which are German-owned, the crew of the ship in question would have to be British sailors, and it is possible that the captain would have to sail under the directions of the proper official, and the prize money, if any, be paid to the Public Trustee.

Lord WRENBURY's remark was intended to be a *reductio ad absurdum*, but in considering a very difficult matter it must not be forgotten that a limited company, although owned by alien enemies, has a location here. The whole principle of our law in this respect seems to date back, at all events, so far as Magna Charta, of which the following is an extract, taken from Thomson's Magna Charta A.D. 1829, p 83:—

> XLI. 31. All merchants shall have safety and security in coming into England and going out of England and in staying and in travelling through England as well by land as by water, to buy and sell without any unjust exactions according to ancient and right customs excepting in the time of war, and if they be of a country at war against us; and if such are found in our land at the beginning of a war they shall be aprehended without injury of their bodies and goods until it be known to us or to our Chief Justiciary how the merchants of our country are treated who are found in the country at war against us: and if ours be in safety there, the others shall be in safety in our land.

It would appear from this that there was strict reciprocity and that merchants' goods and bodies were safeguarded. This principle is to be found in our recent Proclamations, and it is provided that it is lawful for British subjects to trade with alien enemies having established branches in this country. This, however, is rather an extension of the provision in Magna Charta which only went to the existing goods of the merchants in question, whereas German firms having established branches here are able to preserve their goodwill and connection, and this goodwill and connection may far exceed the value of the goods themselves. The creation and conservation of goodwill and connection may stand on a different footing to the goods and merchandise contemplated by Magna Charta.

Mr. BONAR LAW in the House of Commons only last week suggested that the time might have come for actually transferring the property of Germans held in this country and in the various colonies and dependencies. This, of course, is a matter requiring very serious consideration, and it will be dealt with by the legislature, if thought fit.

There is a question of policy involved in these matters and in many respects the present policy seems to be the more convenient, namely, to allow German firms having established branches here to preserve their goodwill so that, if ever it should be necessary, it

would be possible to realise that goodwill if the policy suggested by Mr. BONAR LAW should be carried into effect. Mere destruction of goodwill would only benefit a few of the competitors in that particular line, whereas its preservation and, if desired, its appropriation, for the commonwealth would appear to be a better policy.

Reviews.

Evidence.

THE LAW OF EVIDENCE. A HANDBOOK FOR STUDENTS AND PRACTITIONERS. By W. NEMBHARD HIBBERT, LL.D. (Lond.) Barrister-at-Law. Sir Isaac Pitman & Sons (Limited). 3s. 6d. net.

The Law of Evidence is probably founded on a comparatively few common-sense principles, but the application of these principles has raised a large number of technicalities. The way to deal with these is best attained by practice, and we doubt whether any familiarity with books will give the advocate the ease which comes of the actual use of evidence in civil and criminal courts. The difficulties which loom large to the student will rapidly disappear when he gets his footing as an advocate. Still, he is always liable to come to points which have exercised the judicial mind and been the subject of decision, such as rules with relation to hearsay evidence and the occasions on which it is admissible. Dr. HIBBERT's work—of which it seems this is a second edition, though the title page omits to say so—is intended to state the Law of Evidence in simple and colloquial language, and with as much freedom from technical terms as possible. The matter to which we have just referred—hearsay evidence—is dealt with concisely at pp. 80–97, and in particular at pp. 88 *et seq.* will be found a good statement of the rules as to admission of oral or written declarations made by a person, since deceased, against his own interests or in the course of his duty. The rule as to declarations being admissible as part of the *res gestæ* is given on an earlier page (pp. 40 *et seq.*). Altogether the work is a very useful collection, in miniature, of the rules of evidence.

Pleading.

BULLEN AND LEAKE'S PRECEDENTS OF PLEADINGS IN ACTIONS IN THE KING'S BENCH DIVISION OF THE HIGH COURT OF JUSTICE, WITH NOTES. Seventh Edition. By W. BLAKE ODGERS, M.A., LL.B., K.C., and WALTER BLAKE ODGERS, M.A., Barrister-at-Law. Stevens & Sons (Limited); Sweet & Maxwell (Limited). £2 2s.

The preface to the first edition of this well-known work states that it was undertaken in consequence of the want, experienced in actual practice and expressed generally by the profession, of a collection of precedents settled in conformity with "the recent alterations in the system of pleading." This referred to the changes made by the Common Law Procedure Acts of 1852 and 1854, and by the Rules of Court made by the judges. "The Commissioners," the preface continued, "have now closed their labours and issued their final report, in which they appear to consider that very few points affecting Pleading remain in want of amendment. The period of transition may therefore be considered to be passed; and this branch of the law is now left in a state in which it will probably rest for some years to come." The authors did not foresee that in a very few years would come the Judicature Acts and that the system of pleading would again be revised, and since then lamentations have sometimes been heard over the passing away of a system which raised nice points of law for settlement with the utmost exactitude, in favour of a system which aims only at getting straight to the merits of the controversy between the parties. Possibly the change affected under the Judicature Acts has not been so great as that which was affected by the Common Law Procedure Acts; at any rate to realize what an advance has been made, it is necessary to compare the current reports with those of the beginning of the last century. But for all the changes, pleading is by no means yet a lost art, and the successive edition of "Bullen and Leake" have kept the practitioner well abreast of the times. In the present edition, the editors say, the precedents have been carefully revised and occasionally altered to meet modern requirements, and more than seventy new precedents have been added. As far as possible, the notes to the edition of 1868, the last for which the original authors were responsible, have been retained, but the multiplicity of recent decisions and statutes has made many changes necessary. Two entirely new chapters have been added; one on Actions for recovery of Land (Chap. X), and one on Applications to Revise or Amend Pleadings (Chap. XII). The former of these chapters will be found specially useful. The action for recovery of land which has taken the place of the old action of ejectment is by no means free from technicalities, and it deserves separate treatment. The chapter includes useful sections on mesne profits, and on relief against forfeiture. From the book generally it is difficult to select any part for special notice. It is familiar that procedure is a key to the law itself, but a work of this kind forms a striking illustration of the close connection between the two. It is the present rule that the pleader must state material facts, but none the less he must have a clear idea of the legal result to which those facts are to lead, and which will give a decision in his favour, and for assistance in this respect he will do well to look to "Bullen and Leake."

Company Law.

COMPANY LAW AND PRACTICE: AN ALPHABETICAL GUIDE THERETO. By HERBERT W. JORDAN. Twelfth Edition. Jordan & Sons (Limited). 3s. 6d.

A list prefixed to this edition traces the course of the work since it first appeared in 1908. The attainment of a twelfth edition within eight years indicates that the book has proved its utility. There are, indeed, two quite distinct purposes for which a book on company law may be required. It may be wanted to clear up points of legal difficulty, or simply to give information as to the ordinary carrying on of company work. Works of the former kind are known to every practitioner. "Buckley on the Companies Acts"—to mention only one—has been, it may be surmised, a not unimportant link in the chain of cause and effect which has resulted in the presence of Lord Wrenbury (by a slip we wrote last week Lord Wrentbury) in the House of Lords. But the present work has an object, humbler it may be, but still very useful. It gives in alphabetical order—and none can be more convenient—plain directions as to the various points which arise in the formation, management, and winding up of companies, and there is an appendix containing "Reminders for Secretaries" and another giving the text of the Companies Act, 1908. The book is valuable for occasions which do not call for reference to authorities or to difficult points of law.

Books of the Week.

Conveyancing.—Bythewood and Jarman: A Compendium by CHARLES EDWARD CREE, assisted by DONALD C. L. CREE, Barristers-at-Law; of the Precedents in Conveyancing by the late W. M. BYTHEWOOD, THOMAS JARMAN, and GEORGE SWEET, Barristers-at-Law. Two Vols. Sweet & Maxwell (Limited). £3 10s.

Death Duties.—Hanson's Death Duties, 1915. Being a Supplement to the Sixth Edition. By J. S. FRANEY, B.A., Barrister-at-Law. Stevens & Haynes. 3s. net.

Advocacy.—Illustrations in Advocacy, with an Analysis of the speeches of Mr. Hawkins, Q.C. (Lord Brampton), in the Tichborne Prosecution for Perjury (A Study in Advocacy). By RICHARD HARRIS, K.C. Fifth Edition, with Foreword and Remarks on "The Study in Advocacy," by GEORGE ELLIOTT, K.C. Stevens & Haynes. 7s. 6d.

The Local Government Board have given authority to the Corporation of Southend-on-Sea to prepare a town-planning scheme under the Housing, Town Planning, &c., Act, 1909, in respect of an area of about sixty-two acres forming part of the Chalkwell Estate within the county borough.

Correspondence.

Returns of Solicitors' Gains and Profits under the Income Tax Acts.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In your issue of 24th April last reference was made in a communicated article, and in your correspondence columns, to the question of Solicitors' Income Tax Returns. One or two points were not, I think, made sufficiently clear.

It is quite a concession on the part of the Inland Revenue authorities to allow of a provision being made against *doubtful* debts. I have not heard of a like privilege being extended to any other profession or business.

There is nothing to be said for the "actual receipts system for estimating the profits of the year" (page 427), except that it is ultra-prudent. It represents the cash receipts of the business, not the work done, and is entirely useless for comparative purposes.

There does not appear to be any legal point involved, it is solely a question of expediency so far as the Inland Revenue authorities are concerned. There can be no doubt that the method recommended by the Council of the Law Society (No. 2) is to be preferred, principally because it does not neglect *work done* which, be it remembered, is the true revenue test of a business. In assessing the value of work in progress allowance can be made for the difference between exactitude and a solicitor's accounts, of which your contributor makes so much.

"Senex" does not appear to be familiar with well ordered records, and he should remember that the Inland Revenue idea of the word "profits" does not fit with any commercial acceptation. Even if it were otherwise, nowhere in the Income Tax Acts does "profits" mean "realised profits," the principle being that you pay on estimated profits, and are *repaid*, either by direct demand or averaged assessment, as the test of actuality is applied.

It is an amusing experience to observe the haste with which a stout adherent of the "cash receipts" system proceeds to reconstruct his revenue account when a partnership is in the wind.

The attached skeleton form may serve to whet the appetites of those of your readers who are controversially inclined. It is intended to be illustrative and suggestive rather than exhaustive.

BEE.

London, May 11.

REVENUE ACCOUNT FROM——TO——.

Dr.	£		Cr. £
To Rent, light, heat and cleaning	315	By Costs:—	
„ Office stationery and expenses	60	Bills delivered during period	1,000
„ Office salaries	200	*Deduct* Disbursements (if included in bill total)	50
„ Depreciation of library and furniture	10		950
„ Other expenses:— (Set out)		*Deduct* Abatements allowed	5
Bad debts.			945
Doubtful debts.		*Add* Estimated value of work in progress and undelivered Bills at end of period	450
„ Balance, being Net profit for period	410		1,395
		Deduct Estimated value of work in progress and undelivered Bills at commencement of period	460
	£995		£995

"Period" means year, half-year, &c., as the case may be.

The United Law Clerks' Society.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—The eighty-third anniversary festival of this very useful society will take place on the 20th instant, the newly appointed judge (Mr. Justice Low) in the chair.

As a very old member of the U.L.C.S. I would venture to draw the attention of your readers to the fact that, owing mainly to the war, the funds of the society have shrunk considerably, although invested in trustee securities.

The society originated in 1832 from a few managing clerks who desired to inculcate habits of thriftiness among the rising generation of lawyers clerks.

The society has had a remarkable success. It has distributed upwards of £200,000 to members and non-members, deserving law clerks temporarily laid by from sickness, loss of employment, &c., so that the amount of good done has been great indeed.

It is curious to notice that the largest legacies left to the society have been from the estates of ladies, and the late Lord Russell of Killowen, when presiding at one of the anniversaries, gave solicitors a friendly hint that when testatrixes came to them to dispose of superfluous cash, an odd thousand or two to the U.L.C.S. would be greatly appreciated and wisely administered—doing much more good than a little legacy to the "Home for Lost and Starving Dogs."

May, 1915. X. Y. Z.

University College and the War.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—May I ask the hospitality of your columns to bring before the past and present students of University College, London, the following matter:—

A new edition of the University College, London, "Pro Patria" is in course of preparation and will be issued shortly. Past and present students, or their relatives and friends on their behalf, are invited to send full particulars of the capacity in which they are serving the country at the present time. In the case of the Army, rank and regiment should be given; in the case of the Navy, rank and ship.

These particulars should be addressed to the Publications Secretary, University College, London (Gower-street, W.C.).

T. GREGORY FOSTER, Provost.

CASES OF THE WEEK.

House of Lords.

BLAIR & CO. (LIM.) v. CHILTON. 7th and 11th May.

WORKMEN'S COMPENSATION—ACCIDENT ARISING "OUT OF" THE EMPLOYMENT—INJURY CAUSED BY DISOBEDIENCE TO ORDERS—WORKING WITHIN SPHERE OF EMPLOYMENT—PROHIBITION AGAINST SITTING WHILE AT WORK—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, C. 58), S. 1 (1).

A boy was employed at a machine to roll ventilating tiers. Contrary to orders, of which he was aware, he worked the machine sitting down, and in consequence of his sitting at his work his foot was caught in the rollers, and he was permanently injured. Had he been standing instead of sitting no accident would have happened.

Held, that though doing his work in a way contrary to orders, he was still acting within the sphere of his employment, and was entitled to compensation.

Decision of Court of Appeal (58 SOLICITORS' JOURNAL, 660; 7 *B. W. C. C. 607*) *affirmed.*

Appeal by the employers from a judgment of the Court of Appeal (Cozens-Hardy, M.R., Swinfen Eady and Pickford, L.JJ.) reversing a decision of his honour Judge Templer, of the county court at Stockton-on-Tees. The learned judge held, on the facts, which sufficiently appear from the headnote, that the case came within the decision of this House in *Plumb* v. *Cobden Flour Mills Co.* (58 SOLICITORS' JOURNAL, 184; 1914, A. C. 62, 7 B. W. C. C. 1), and gave judgment for the employers. The Court of Appeal reversed that decision, and the employers appealed to this House. Without calling on counsel for the respondent (the workman),

Lord LOREBURN, in moving the appeal should be dismissed, said: This is a case under the Workmen's Compensation Act. It is an Act lending itself to infinite refinement. The words of the Act itself must rule in every case. Previous decisions are illustrations only of the way in which judges look at cases, and in that sense are useful and suggestive, but I think that we ought to beware of allowing tests or guides which have been suggested by the court in one set of circumstances or in one class of cases to be applied to other surroundings, and thus by degrees to substitute these tests for the words of the Act itself. In the present case, a boy was at work among dangerous machinery. He was sitting instead of standing at his work, and, being touched by a comrade on the shoulder, he turned, and so was injured. The sitting instead of standing was the cause of the injury; in other words, the injury would not have happened to him had he not been sitting. I agree with Pickford, L.J., who said: "This, I think, is doing his work in a wrong way, and not doing something outside his sphere." The decision of the county court judge is binding if there is any evidence or material which admitted of the conclusion on the facts at which he arrived. But, in my opinion, the facts here admit only of one conclusion: that the injury by accident arose out of the employment. I am bound to say I think it is an extremely clear case. It is just a case of the class for which the Act of Parliament was passed. I hope I am not wrong in adding my surprise that this case was ever defended at all.

Lords PARKER, SUMNER and PARMOOR agreed, and the appeal was dismissed accordingly.—COUNSEL, for the appellants, *Bairstow*, K.C., and *T. Richardson*; for the respondent, *G. F. Mortimer*. SOLICITORS, *Tarry, Sherlock, & King*, for *Reuben Cohen*, Stockton-on-Tees; *G. & W. Webb*, for *C. L. Townsend*, Stockton-on-Tees.

[Reported by ERSKINE REID, Barrister-at-Law.]

PARKER v. THE OWNERS OF THE SHIP "BLACK ROCK."
11th May.

WORKMEN'S COMPENSATION—ACCIDENT ARISING OUT OF AND IN THE COURSE OF EMPLOYMENT—FIREMAN—RETURN TO SHIP—ASHORE TO BUY PROVISIONS—AGREEMENT BY CREW TO FIND THEIR OWN PROVISIONS—SHIP'S BUSINESS—STATUTORY AGREEMENT—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 58), s. 1 (1).

A member of the crew of a coasting vessel, who were engaged under articles requiring them to furnish their own provisions, went ashore, with leave, with the object of buying food for himself. Having made his purchases, he was endeavouring to return to the ship when he fell into the sea, and was drowned. His widow claimed compensation under the Act of 1906 from the owners of the ship, alleging that at the time of the accident the deceased was fulfilling a contractual obligation, and was employed on ship's business.

Held, that the accident did not arise out of his employment, as there was no contractual obligation on the deceased to supply his own provisions, and that in going ashore he was acting for his own purposes, and was not engaged on ship's business.

Decision of Court of Appeal (Cozens-Hardy, M.R., *and* Eve, J., Evans, P., *dissenting*) (*reported* 58 SOLICITORS' JOURNAL, 285; 1914, 2 *K. B.* 39, 7 B. W. C. C. 152) *affirmed.*

Appeal by the widow of a fireman from an order of the majority of the Court of Appeal (Evans, P., dissenting) affirming an award of his Honour Judge A. P. Thomas, sitting as arbitrator under the Workmen's Compensation Act, 1906, at the County Court, Liverpool. The deceased man was a fireman on the coasting steamer *Black Rock*, which moored alongside the north pier at Newlyn on 14th January, 1913. He went ashore in the afternoon with another man for the purpose of buying provisions for himself for the ensuing voyage. His going ashore for this purpose was with the knowledge and tacit consent of his employers. In the articles signed by the crew, including Parker, under the Merchant Shipping Acts, 1894 and 1906, the words "Board of Trade scale of provisions" were struck out, and the words "crew to provide their own provisions" inserted. There was an entry in the ship's log-book that Parker and his companion had gone ashore to buy provisions, and evidence that they had purchased articles to the value of 7s. after having drinks together. The night of 14th January, 1913, was dark and rainy, and a gale was blowing. The wind and rain would have been almost directly in the face of anyone walking to the head of the north pier, which was badly lighted. The vessel had been removed from the north to the south pier while the man was ashore, but this could not have been known to him. After parting with his companion nothing more was known about Parker's movements until the next day, when his body was found on the shore at a place where it was likely to have been washed up had the man fallen off the pier-head into the water. The widow claimed compensation, on the ground that at the time of the accident the deceased was fulfilling a contractual obligation, and was employed ashore on ship's business. The county court judge held, on the authority of *Mitchell* v. *Owners* of the s.s. *Saxon* (5 B. W. C. C. 623), that, although the man had gone ashore to perform an obligation cast upon him by his contract of service, the accident which caused his death did not arise out of his employment, and therefore made his award in favour of the employers. The Court of Appeal, dismissing the widow's appeal from that award, held (Evans, P., dissenting) that there was no contractual obligation on the deceased which made his going ashore to purchase provisions ship's business, and the award therefore stood. The widow appealed to this House *in formâ pauperis*. On the hearing of the appeal, counsel for the appellant were alone heard.

Lord LOREBURN, in moving the appeal should be dismissed, said the question was: Did the circumstances established by the evidence and found by the county court judge make this accident one arising out of this man's employment as a fireman of this ship? Did his employment involve that he should come ashore to get food? His lordship could not regard this as a case in which it was part of this man's duty to his employers to come ashore for this purpose. He accepted the facts found by the learned county court judge and his inferences of fact, and he could not see on those facts that this accident arose out of the employment. It arose from this man's need to have food, which was a necessity common to mankind.

Lords PARKER, SUMNER, PARMOOR, and WRENBURY gave judgment to the same effect.—COUNSEL, for the appellant, *G. Howard Jones* and *Elliot Gorst;* for the respondents, *Alexander Neilson* and *W. Greaves Lord.* SOLICITORS, *Griffith & Roberts*, for *R. E. Warburton*, Liverpool; *Holman, Birdwood, & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

ROBSON v. THE PREMIER OIL AND PIPE LINE CO. (LIM.).
No. 1. 26th April, 6th May.

ALIEN ENEMY—GERMAN COMPANY HOLDING SHARES IN BRITISH COMPANY—RIGHT TO VOTE AT MEETINGS—RIGHT TO APPOINT BRITISH PROXY—PROHIBITION OF ALL INTERCOURSE WITH ENEMY DURING STATE OF WAR—TRADING WITH THE ENEMY PROCLAMATION NO. 2, CLAUSE 6.

During a state of war all intercourse, whether commercial or otherwise, between British citizens and citizens of the hostile State becomes ipso facto *illegal, except so far as it may be licensed by the Crown.*

Where an enemy banking corporation were holders of a block of shares in an English company,

Held, that its right of voting in respect of those shares, and of appointing a proxy for that purpose, was suspended by the war. The fact that the corporation, before the war, had a branch locally situate in England does not enable such a transaction to be licensed under the Trading with the Enemy Proclamation No 2, Clause 6, and it is therefore absolutely prohibited.

The Panariellos (59 SOLICITORS' JOURNAL, 399) *approved.*

Appeal by the plaintiff from a decision of Sargant, J. (reported *ante*, p. 413), dismissing a motion asking for a declaration that certain defendants had not been duly appointed directors of the defendant company, and for an injunction restraining them from acting as such. At a meeting of the company held for the election of directors, the chairman, Sir Frank Crisp, rejected votes tendered by proxy on behalf of a German corporation called the Direction de Disconto Gesellschaft, which held a large block of shares in the company. If the votes were wrongly rejected, five persons other than those defendants would have been elected directors. The main question, on which there was no direct authority, was whether during the war an alien enemy shareholder could exercise any right of voting at meetings of an English company. There was a subsidiary question, viz., whether such a right could be exercised on behalf of a branch of the enemy corporation, which branch had a limited licence to carry on, with a view to winding-up their branch, on the ground that such a transaction came within Clause 6 of the Trading with the Enemy Proclamation No. 2.

THE COURT dismissed the appeal, judgment being delivered by PICKFORD, L.J., who said the case raised two questions:—(1) Had alien enemy shareholders a right of voting in respect of shares in a British company during the war and of exercising that right by proxy? and (2) if there was not that general right, had the shareholders that right in the special circumstances of the present case? On the main question the appellant's argument might be summarised in two contentions:—(1) That the prohibition at common law of intercourse with an alien enemy was limited to commercial intercourse or trading; (2) that the present transaction did not come within the definition of commercial intercourse. In the opinion of the court neither of those contentions was correct. The prohibition of intercourse was stated as extending to much wider limits by Lord Stowell in *The Hoop* (1 C. Rob. 196) and *The Cosmopolite* (4 C. Rob. 8). The statements there contained had been followed in several cases, and also in America by such great authorities as Story and Kent. It was unnecessary, in their lordships' opinion, to examine those cases in detail, as they were carefully considered quite recently by Sir Samuel Evans, P., in *The Panariellos* (59 SOLICITORS' JOURNAL, 399). It had been argued that those statements were *dicta* not necessary for the decision of the cases, but, assuming that to be the case, they were *dicta* of such high authority that the court would hesitate to differ from them. In the American case of *Kershaw* v. *Kelsey* (100 Mass. 561) it was held that no intercourse other than commercial or trading with the enemy was prohibited. No such limitation was to be found suggested in any English case, and the court could not agree with that decision. Judge Gray in the case in Massachusetts, in their opinion, was correct in saying that the law of nations prohibited all intercourse between citizens of two belligerents, as being inconsistent with the state of war between their countries, but they could not agree with him in holding that nothing but commercial intercourse came within that principle. All intercourse which could possibly tend to any detriment to the country or advantage to the enemy was, whether commercial or not, inconsistent with the state of war between the countries, and therefore forbidden. That the present transaction had such a tendency was clear. The proposed exercise of voting power was for the purpose of obtaining the control and management, or a large voice in them, of a British trading company which owned large property in the enemy's country, and it could not be doubted that that might be to the advantage of the enemy. The rejection of the votes might also be justified on the narrower ground that the transaction was a commercial one. It followed from what had been said that the employment of a British subject as proxy to exercise the voting power was an intercourse between him and the alien enemy which was prohibited. On the subsidiary point it was unnecessary to add anything to what had been said by Sargant, J. Whatever might be the proper definition of a branch or transactions with a branch within Clause 6 of the Proclamation No. 2, the court thought it clear that that was not a transaction with a branch. The licence did not authorize such a transaction, and it was not argued that it did. The judgment of Sargant, J., was quite right, and the appeal must be dismissed with costs.—COUNSEL, *F. Gore-Browne*, K.C., and *Fairfax Luxmoore; E. W. Martelli*, K.C., and *H. E. Wright; G. M. Simmonds.* SOLICITORS, *Mayo, Elder, & Co; Ashurst, Morris, Crisp, & Co.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

Re **OILFIELDS FINANCE CORPORATION (LIM.).** No. 1. 3rd May.

COMPANY—WINDING-UP—CREDITOR'S PETITION—OPPOSITION OF MINORITY OF CREDITORS—OPPONENTS INTERESTED IN PRESERVATION OF COMPANY—"REGARD TO WISHES OF CREDITORS"—COMPANIES ACT, 1908 (8 ED. 7, c. 69), ss. 129, 145.

A petition to wind up a company on the ground of its inability to pay its debts ought not to be refused or ordered to be stayed until after the war merely because it is opposed by creditors representing a

minority in amount, and the less weight should be given to the wishes of such creditors where it appears that they are interested in preventing a forced realization of the assets of the debtor company.

Decision of Astbury, J., *reversed.*

Appeal of the Consolidated Electrical Company (Limited) from an order of Astbury, J., staying a petition by them for the winding-up of the corporation until after the war. The corporation owed the Electrical Company, amongst other debtors, a sum of £25,000, for which the creditors held security—a large block of shares in the corporation, with a blank transfer. There were sundry unsecured creditors for £25,000. The petition was strongly opposed by the Roumanian Consolidated Oilfields (Limited), who were large creditors, but in a minority. This company had been promoted by the debtor company, which held most of its shares, and the directors of the Roumanian company were therefore interested in preventing any forced realization of the debtor company's assets. The debtors offered to pay off the petitioning creditors at the rate of £1,000 a month, but the offer was not accepted, and on this ground, as well as on that of the opposition of a minority of the creditors, Astbury, J., stayed the petition. The creditors appealed.

The Court allowed the appeal.

Pickford, L.J., having stated the facts, proceeded: It had been decided by that court that the emergency legislation did not apply to winding-up proceedings, but the existence of a state of war as hampering a debtor company was a circumstance that the court ought to take into consideration. The appellants argued that Astbury, J., had gone wrong in law, because he had declined, at the instance of a minority of the creditors, to make an order for winding-up the company, and it was said that he had no power so to regard their wish. That depended on section 145 of the Act. He could see nothing in that section to suggest that creditors must necessarily mean a majority of the creditors. A minority of creditors might put forward conclusive reasons, but that would be a very exceptional case. Neither of the counsel engaged had been able to find any case where a winding-up order had been refused because it was opposed by a minority of the creditors. As between himself and the company, though not as between himself and other creditors, a creditor was entitled *ex debito justitiæ* to a winding-up order if the company was unable to pay its debts. The question was whether that over-riding right was displaced by any special circumstances urged by the minority of creditors. The court would be slow to interfere with the decision of a judge in matters of discretion. But this, so far from being a strong case for regarding the wishes of a minority of the creditors, was really a weak one. The respondent company had very considerable influence in the relations between it and the debtor company. For those reasons his lordship thought the wishes of the minority of the creditors ought not to prevent the winding-up order from being made in the present case, and the appeal would therefore be allowed.

Warrington, L.J., delivered judgment to the same effect, observing that, in his opinion, the learned judge had not given sufficient weight to the position that the minority creditor really occupied. It was not there merely in the position of a creditor; it was also the company the shares of which formed the bulk of the assets of the respondent company, and it was to its interest that those assets should not be realised. —Counsel, *Gore-Browne*, K.C., and *Harold Simmons; Tomlin*, K.C., and *Douglas Hogg; Andrewes-Uthwatt.* Solicitors, *Best & Best; Rutherford & Co.*

[Reported by H. Langford Lewis, Barrister-at-Law.]

High Court—Chancery Division.

Re HEWETT'S SETTLEMENT. HEWETT *v.* ELDRIDGE.

Astbury, J. 14th April.

Settlement—Perpetuity—Limitation to Children who Attain Twenty-five—Gift-over if no Children Attain Twenty-five—Life Interests to Persons in Esse—Validity of Gift-over.

Where trusts which are void for remoteness are followed by a trust for a living person for her life, the trust for the living person for her life is void.

Re Thatcher's Trusts (26 *Beav.* 365) *applied.*

This was a summons to determine (*inter alia*) whether the trusts of a marriage settlement after the trusts for the husband and wife were void as creating a perpetuity. It was an *ante*-nuptial settlement, dated 30th January, 1893, whereby certain personal estate belonging to the husband was settled in trust to pay the income to the husband for life, and after his death to his wife for life, with certain provisions in the event of the husband's bankruptcy or alienation of the income. After the decease of the survivor of the husband and wife, the trustees were to stand possessed of the property in trust for all the children of the marriage who, being sons, should attain twenty-five, or, being daughters, should attain that age or marry, in equal shares. And if there should be no child of the marriage who, being a son, should attain twenty-five, or, being a daughter, should attain that age or marry, then upon trust to pay the income in equal shares to the husband's three sisters, Helga, Hilda and Hulda, for their lives and the life of the survivors and survivor of them, and after the decease of the survivor, upon the trusts therein set forth. The wife died on 3rd October, 1912, without issue, and the husband, who had not become bankrupt or alienated the income, and was accordingly enjoying the income under the settlement, took out this originating summons. It was admitted that the limitation to the children was void. It was also admitted that a limitation of a transmissible interest, following on a void limitation, would be void. But the sisters contended that, as they only took life interests, their interests, if any, must vest during their lives and were accordingly good. Counsel for the husband contended that the gift-over was on an event that was too remote, and that the question of the beneficial interests was immaterial. The case was absolutely covered by *Re Thatcher's Trusts* (1859, 26 Beav. 365). They also referred to *Re Abbott* (1893, 1 Ch. 54) and *Hancock* v. *Watson* (1902, A. C. 14). Counsel for the sisters contended that the gift-over to the persons *in esse* was good though following a void limitation. They relied on *Re Norton* (1911, 2 Ch. 27), and incorporated in their arguments the remarks contained in Lewis on Perpetuities, at p. 661; Gray on Perpetuities, 2nd edition, at p. 226; Jarman or Wills, 6th edition, on p. 352.

Astbury, J., after stating the facts, said: With the possible exception of *Re Norton*, all the authorities, although criticized in the textbooks, appear to be in favour of the husband's contention. *Re Thatcher's Trust* does not seem to have been ever dissented from or overruled, and I think it covers this case. I feel myself bound by this decision, and find it accordingly unnecessary to express my own opinion on the point. In *Re Norton* there is no definite *dictum* or decision, contrary to the rule in *Thatcher's Trusts*. I accordingly declare the gift-over to be void.—Counsel, *J. G. Wood; The Hon. Frank Russell*, K.C., and *Egbert G. Rand; E. P. Hewitt*, K.C., and *Dighton Pollock*. Solicitors, *Bird & Eldridges; Warren, Murton, & Miller.*

[Reported by L. M. May, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Court of Appeal.

LEDBURY RURAL DISTRICT COUNCIL *v.* LADY HENRY SOMERSET

No. 2. 8th, 9th, and 10th March.

Highway—Quarry—Stone Sent by Quarry-owner in Own Trucks to Station—Increase of Output—Alleged Extraordinary Traffic—Highways and Locomotives (Amendment) Act, 1878 (41 & 42 Vict. c. 77), s. 23—Locomotives Act, 1898 (61 & 62 Vict. c. 29), s. 12.

A highway authority claimed to recover from the owner of a quarry the apportioned expenses, as certified by their surveyor, of the costs of repairing a certain road. The plaintiffs alleged that the traffic was extraordinary traffic, not by reasons of its character or the weight carried in any one particular truck or trucks, but by the "frequency" of the journeys made, and they relied on the dictum *of Bowen, L.J., in* Hill v. Thomas (1893, 2 *Q. B., at p.* 342).

Lush, J., held that, in considering whether traffic (apart from excessive weight) was or was not extraordinary, not only the character of the traffic but the way it was handled, must be regarded; that where traffic was conducted along a road adapted to it and was of a class ordinarily using the road, it was, so far as the character of the traffic was concerned, not extraordinary, but ordinary. He therefore dismissed the action on the facts.

Held, by the Court of Appeal, that the decision of this class of case was one merely of fact, and there was no reason in the present case to differ from the finding of Lush, J.

Appeal by the plaintiffs from a decision of Lush, J. (reported 12 L. G. R. 850, 78 J. P. 433). The defendant was the owner of a quarry adjoining a main road. The quarrying of stone was a recognized industry of the neighbourhood, and the quarry had been worked for some thirty or forty years. The stone was taken from the quarry to the station some three miles away in trucks belonging to the defendant, hauled by traction power. In 1910 a new manager was put in, and the output from the quarry, which in 1909 was about 7,000 tons a year, increased by 1912 to about 17,000 tons a year. The plaintiffs brought an action under section 23 of the Highways and Locomotives (Amendment) Act, 1878, as amended by section 12 of the Locomotives Act, 1898, to recover £1,233, the sum certified by their surveyor as incurred in repairing the road due to the extraordinary traffic sent over it by the defendant. Lush, J., held that the defendant's traffic on the facts was not extraordinary, and dismissed the action. The plaintiffs appealed.

The Court (Buckley, Pickford and Bankes, L.JJ.), without calling on the respondent's counsel, expressed the view that in all these cases the question of the liability of the defendant was one merely of fact, and they were not disposed to differ in the present case from the finding of Lush, J. They also expressed the opinion that the facts did not bring the case within the *dictum* of Bowen, L.J., in *Hill* v. *Thomas* (*supra*), and accordingly dismissed the appeal with costs.—Counsel, for

the appellants, *Arthur Powell*, K.C., and *H. G. Farrant*; for the respondent, *Charles*, K.C., and *J. G. Hurst*. SOLICITORS, *Williamson, Hill, & Co.*, for *Russell & Co.*, Ledbury; *Joynson-Hicks & Co.*, for *C. E. Lilley*, Ledbury.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

***Re* GROOS. GROOS *v.* GROOS. Sargant, J. 23rd February.**

CONFLICT OF LAWS—WILL MADE BY A DUTCH SUBJECT IN HOLLAND—PERSONAL ESTATE—RESTRICTION ON TESTAMENTARY CAPACITY BY FOREIGN LAW—ENLARGEMENT OF TESTAMENTARY CAPACITY BY SUBSEQUENT ACQUISITION OF ENGLISH DOMICIL—EFFECT ON WILL MADE BEFORE THE CHANGE OF DOMICIL.

A Dutch woman made a will in the Dutch language, with the proper formalities of Dutch law, at Utrecht, and appointed her then intended husband as heir of her estate, "with reservation only of the legitimate portion or the lawful share coming to her relations in a direct line in so far as they may exist at her death, and may be competent and able to inherit from her," and in the event of her husband not being her sole heir, she appointed him executor, with right of possession of all her effects, movable and immovable, forming her estate during one year after her decease. The marriage was duly solemnized, and the husband and wife subsequently became domiciled in England, where the husband became a naturalized British subject. The wife died in 1903, and probate of her will was granted to her husband (In the Goods of Jeanne Theodora Groos, 1904, *P.* 269), *limited to the period of one year from the death of the testatrix. It was proved that according to the law of Holland* (1) *marriage did not revoke a will;* (2) *the wife could only dispose of one-fourth share of her property in favour of her husband, the remaining three-fourths going, as their legitimate portions, to her children. This was a summons to determine who were the persons entitled to the testatrix's estate, and in what shares and proportions.*

Held, (1) *that the change in domicil of the testatrix had had the effect of enlarging her testamentary capacity, so that she was now enabled to dispose of all her estate;* (2) *that the testatrix had, in fact, disposed of all her estate in favour of her husband, because the reservation of the "legitimate portion" was only a recognition of the rights of the children according to Dutch law. The principle laid down in* Re Bridger, Brompton Hospital for Consumption *v.* Lewis (1894, 1 *Ch.* 29), *which was a case of enlargement of capacity by the passing of the Mortmain and Charitable Uses Act*, 1891, *applied to the present case.*

This was an originating summons, taken out by the administrator, *cum testamento annexo* of the Dutch will of a Dutch woman domiciled in England to determine who were the persons entitled to share in her estate. Jeanne Theodora Kol, in contemplation of marriage, made her will at Utrecht in Dutch, and duly executed before a notary and two witnesses in accordance with Dutch law, by which, after confirming a gift to her intended husband, C. W. Groos, she appointed him as heir of her estate, "with reservation only of the legitimate portion or the lawful share coming to her relations in a direct line, in so far as they may exist at her death, and may be competent and able to inherit from her." And in the event of her aforesaid intended husband not being the sole heir of her estate, she appointed him executor, with the right of possession of all her effects, movable and immovable, forming her estate during one year after her death. The marriage took place, and later the husband and wife became domiciled in England, where the husband became a naturalized British subject. In 1903 the testatrix died. Her husband and several children survived her. She had only personal estate, of which probate was granted to her husband for one year from her death (see *In the Goods of Groos*, 1904, P. 269). The husband died in 1914, having made a will appointing executors. Evidence was given that by the law of Holland the will of the testatrix was not revoked by her subsequent marriage, and that according to the law of Holland the testatrix, having children, could only have disposed of one-fourth share of her property in favour of her husband, the remaining three-fourths going to the children as their legitimate portion. Counsel for the husband's executors contended that the testatrix, having acquired an English domicil, had thereby enlarged her testamentary capacity, and could now dispose of all her property in favour of her husband.

SARGANT, J., after stating the facts, said: It is quite clear on the evidence that if the testatrix had remained domiciled in Holland the appointment of her husband as the heir of her estate or her residuary legatee would, under the circumstances, have operated on one-fourth share only of her estate; but though that would have been the result if the testatrix had remained domiciled in Holland, in fact, at the date of her death, her testamentary capacity had been enlarged by her acquisition of an English domicile, and she is able to dispose of the whole of her property. In my judgment that subsequent enlargement of her testamentary capacity has the effect of enlarging the gift to the husband, and the analogy is, to my mind, close between this case and that of *Re Bridger, Brompton Hospital for Consumption* v. *Lewis* (1894, 1 Ch. 297), where the passing of the Mortmain and Charitable Uses Act, 1891, between the date of the will and the date of the testator's death was held to have enlarged the subject-matter of a charitable gift. It was, however, further contended before me that even if this was so, if the change arose from an alteration of the law, it was not so where it arose from an alteration in the *status* of the testatrix. I do not agree with this contention. The language of Lindley, L.J., in *Re Bridger* (*ubi supra*), seems to me to include this event as well. The gift in this case is not a gift of three-fourth shares to the children, but a gift of the whole of the testatrix's property to the husband, though at the same time recognizing the possible right of other persons to a legitimate portion according to the law of Holland. The legitimate portion having been swept away by the change of domicile, the result is that the area of property over which the will takes effect is enlarged, and the whole of the estate, instead of the one-fourth share only, is given to the testatrix's husband.—COUNSEL, *A. J. Spencer*, for *F. H. L. Errington*, on H.M.S.; *W. R. Bisschop*; *C. E. Cree*, for *D. C. L. Cree*, on H.M.S. SOLICITOR, *A. W. J. Groos*.

[Reported by L. M. MAY, Barrister-at-Law.]

***Re* WILLS. WILLS *v.* HAMILTON. Sargant, J. 16th March.**

ADMINISTRATION—TENANT FOR LIFE AND REMAINDERMEN—INCOME OF RESIDUE TILL PAYMENT OF DEBTS, LEGACIES AND DUTIES—LAPSE OF MORE THAN ONE YEAR FROM TESTATOR'S DEATH—ADJUSTMENT.

Where there was a trust for sale, and out of the proceeds to pay all debts, legacies, funeral and testamentary expenses, annuities and duties, and divide the residue into ninths and the estate was very large, and five years expired before all the above payments had been made, and there was a power to postpone in the will, and also a clause that all income from testator's death should be treated as income, and no part of it added to capital.

Held, that the rule in Allhusen *v.* Whittell (4 *Eq.* 295) *and* Re McEwen (58 SOLICITORS' JOURNAL, 82; 1913, 2 *Ch.* 704) *still applied, and also that the tenant for life was not entitled to income on any part of the estate which was used for the discharge of liabilities after the first year.*

The auditor had suggested that the funds should be notionally divided into two parts: (1) *"the deductible fund" for discharging the liabilities; and* (2) *the net residue; and that the income from the deductible fund, computed from the date of the death to the various dates of payment, should be added to the net residue of the estate.*

Held, that this was not the true principle to be adopted.

This was an originating summons, taken out by the trustees of the will of Sir Frederick Wills, who left a very large estate, raising the question how the accounts ought to be adjusted between the tenants for life and the remaindermen under his will. The will, dated 14th December, 1908, gave his real and personal estate not thereby otherwise disposed of, therein called his residuary estate, to his trustees in trust to sell, and out of the proceeds of sale to pay or provide for debts, funeral and testamentary expenses, legacies and annuities and duties, and to divide the residue into nine equal shares, and to invest and pay the income of one-ninth share to each of his three daughters during her life, with remainders over, and the testator empowered his trustees to postpone the sale and conversion of all or any part of his real and personal estate, as long as they should think proper, and directed that the income from his estate, however invested, should, after his death, be treated as income, and no part thereof should be added to capital. He died in 1909, and the payments required to be made out of his residuary estate in respect of debts, legacies, duties, &c., were not concluded till the expiration of five years from the date of the testator's death. The auditor of the estate suggested that the total residue ought notionally to be divided into two parts: (1) "the deductible fund" for discharging the liabilities, and (2) the net residue; and that the income arising from the deductible fund, computed from the date of the death to the dates of payment of the liabilities which it was set aside to discharge, should be added to the net residue of the estate.

SARGANT, J., after stating the facts, said: I have come to the conclusion that the direction contained in clause 15 of this will does not displace the rule in *Allhusen* v. *Whittell* (1867, L. R. 4 Eq. 295) and *Re McEwen* (58 SOLICITORS' JOURNAL, 82; 1913, 2 Ch. 704). The question now arises whether in applying that rule the court ought to form for the purpose of calculation what is called a "deductible fund"—that is, a fund sufficient to pay all the liabilities—and to deprive the tenant for life of the interest on the deductible fund for the first year, which I will take for the sake of simplicity, and add the interest on the deductible fund at the end of the first year to the capital of the remaining residue, and give to the tenant for life the interest of the remaining residue increased by that addition; or whether the correct principle is to deprive the tenant for life only of the income of such a sum as with the income of that sum from the date of the testator's death would be sufficient to discharge the liabilities. In my opinion, the latter is the true principle, though in many cases the calculation involved in the former method would, no doubt, be easier. The third question is whether the rule in *Allhusen* v. *Whittell* is to be continued after the expiration of the first year from the testator's death in cases where, as in the present case, large sums were paid in respect of liabilities after the expiration of the first year. In my opinion, the rule ought to be continued. The proportion of the estate which is required to be applied in the payment of the liabilities does not become residue, to the income of which the tenant for life is entitled in the meantime, merely because it is not so applid in the first year. The proportion so required is, *ex hypothesi*, no portion of the residue. I hold, following *Re McEwen* (*ubi supra*), that the tenant for life is not entitled to income on any part of the estate which is used for the payment of liabilities discharged after the expiration of the first year from

the testator's death.—COUNSEL, *Alexander Grant*, K.C., and *R. F. MacSwinney; Romer*, K.C., and *E. Knowles Corrie; Martelli*, K.C., and *H. J. H. Mackay*. SOLICITORS, *Adams & Adams; Russell, Cooke, & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

HICKMAN *v.* THE KENT OR ROMNEY MARSH SHEEP BREEDERS' ASSOCIATION. Astbury, J. 4th, 25th and 31st March.

COMPANY—ARBITRATION CLAUSE IN ARTICLES OF ASSOCIATION—ACTION COMMENCED BY MEMBER—APPLICATION TO STAY—SUBMISSION TO ARBITRATION—STATUTORY AGREEMENT BETWEEN THE MEMBERS AND THE COMPANY—ARBITRATION ACT, 1889 (52 & 53 VICT. c. 49), ss. 4 AND 27—COMPANIES (CONSOLIDATION) ACT, 1908 (8 ED. 7, c. 69), s. 14, SUB-SECTION 1.

Where the articles of association of a company provide for differences to be referred to arbitration, this is to be treated as a statutory agreement between the company and its members and constitutes a submission to arbitration within the Arbitration Act, 1889.

Baker *v.* Yorkshire Fire and Life Assurance Co. (1872, 1 Q. B. 144) *applied*.

The contract contained in the plaintiff's application for membership of the company also constituted a submission to arbitration, and accordingly a stay of the action was granted.

On this second point Willesford *v.* Watson (1873, *L. R.* 8 *Ch.* 473) *applied*.

This was an application by summons to stay an action brought against a company by one of its members, pursuant to section 4 of the Arbitration Act, 1889, and that the matters in dispute might be referred to arbitration, on the ground that one of the articles of association of the company, read in conjunction with section 14, sub-section 1 of the Companies (Consolidation) Act, 1908, constituted a submission to arbitration within the meaning of sections 4 and 27 of the Arbitration Act, 1889, or alternatively that the contract contained in the plaintiff's application for membership and the company's acceptance of it amounted to such a submission to arbitration. The first question was whether the general articles of association of a company dealing with the rights of members as such created rights and obligations between the members and the company, and should be treated as a statutory agreement between them and the company. Article 49 of the articles of association provided for referring differences between the members and the company as to claims on account of any breach of the articles, or relating to any of the affairs of the company, to arbitration. By section 14, sub-section 1, of the Companies (Consolidation) Act, 1908, it is provided that the memorandum and articles shall bind the company and the members thereof to the same extent as if signed and sealed by each member and containing covenants by each member to observe all the provisions thereof. Section 4 of the Arbitration Act, 1889, permits any person who is a party to a submission to apply to the court to stay legal proceedings taken by the other party to the submission, and section 27 defines such submission as meaning a written agreement to submit differences to arbitration; and this application was made on the ground that article 49, when read with section 14, sub-section 1, of the Companies (Consolidation) Act, 1908, constituted a submission to arbitration within the meaning of sections 4 and 27 of the Arbitration Act, 1889, or alternatively that the contract contained in the acceptance by the company of the plaintiff's application for membership amounted to such a submission. Very many cases were referred to, including *Pritchard's case* (1873, L. R. 8 Ch. 956), *Melhado* v. *Porto Alegre Railway Co.* (1874, L. R. 9 C. P. 503), *Eley* v. *Positive Life Assurance Co.* (1876, 1 Ex. D. 20 and 88), and *Browne* v. *La Trinidad* (1887, 37 Ch. D. 1), cited by the plaintiff as shewing that the articles did not constitute an agreement in writing and signed by both parties to submit to arbitration. On the other side were cited *Bradford Building Co.* v. *Briggs* (1886, 12 A. C. 29 and 33), *Re Wheal Buller Consols* (1888, 38 Ch. D. 42), *Wood* v. *Odessa Water Works* (1889, 42 Ch. D. 636), and *Salmon* v. *Quin & Axtens (Limited)* (1909, 1 Ch. 311).

ASTBURY, J., after stating the facts, said: Article 49 is an article regulating the rights and obligations of the members generally as such. Having regard to section 14, sub-section 1, of the Companies (Consolidation) Act, 1908, and what was said by Lord Herschell in *Welton* v. *Saffery* (1897, A. C. 299) and various *dicta* in other authorities, it creates rights and obligations between the members and the company respectively, and ought to be treated as a statutory agreement between them and the company, as well as between themselves *inter se*. In my opinion it constitutes a submission to arbitration within the meaning of the Arbitration Act, 1889. The result of the decision in *Baker* v. *The Yorkshire Fire and Life Assurance Co.* (1892, 1 Q. B. 144) and other authorities is that section 27 of the Arbitration Act, 1889, was satisfied if the submission was in writing and binding on both parties as their agreement, or as the equivalent in law to an agreement between them. I also come to the conclusion that the contract contained in the plaintiff's application form for membership and the defendant company's acceptance of it is also a submission in writing within the meaning of the Arbitration Act, and this being so there is a *primâ facie* duty cast upon the court to act upon any agreement to submit to arbitration, as was said in *Willesford* v. *Watson* (1873, L. R. 8 Ch. 473), and I accordingly make an order staying the action and referring the matters in dispute to arbitration.—COUNSEL, *N. Micklem*, K.C., and *F. Hinde; The Hon. Frank Russell*, K.C., and *Harold S. Simmons*. SOLICITORS, *Walters & Co.; Ernest Simmons & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

Court of Criminal Appeal.

REX *v.* HOPPER. 29th March.

CRIMINAL LAW—MURDER—DEFENCE OF ACCIDENT RAISED—EVIDENCE OF PROVOCATION SUFFICIENT TO JUSTIFY VERDICT OF MANSLAUGHTER—DUTY OF JUDGE TO DIRECT JURY ON THAT POINT—CRIMINAL APPEAL ACT, 1907 (7 ED. 7, c. 23), s. 5 (2).

On a trial for murder, where there is evidence of such provocation as would entitle the jury, if so minded, to return a verdict of manslaughter, it is the duty of the judge to direct them on the point, even if that is not the defence raised on behalf of the prisoner. On his failure to do so, the court has power, under section 5 (2) *of the Criminal Appeal Act, to substitute a verdict of manslaughter for that of murder.*

This was an appeal against conviction for murder at the Cardiff Assizes, before Atkin, J. The facts and arguments sufficiently appear from the judgment.

Lord READING, L.C.J., delivered the judgment of the court (BRAY and LUSH, JJ., with him) as follows: The appellant, William Hopper, is a sergeant in the reserve battalion of the 6th Welsh Regiment. He was tried and convicted of the murder of Dudley, a private in the same regiment, who was under the appellant at the time. The verdict of the jury was accompanied by a strong recommendation to mercy. Now the complaint made is that the judge, in directing the jury, told them that they must either find a verdict of murder or acquit the appellant; in other words that, if the jury did not accept the theory and evidence of the defence that the killing was accidental, they had no alternative but to return a verdict of murder. The appeal has been very properly argued on the view that the true state of facts were, as found by the jury, that it was not an accident. The question left is whether it was open to the jury on the evidence, and whether the judge ought to have left to them the option, if it satisfied them that a verdict of manslaughter would be right, to return such a verdict. It appears that on Christmas Day the appellant and ten or twelve men were stationed at Swansea Docks in order to visit ships. A considerable quantity of beer and spirits was consumed, and in the evening there is no doubt that a number of them were in a state of drunkenness. The appellant's father brought him a bottle of whiskey. The appellant was in such a condition that he had to sleep, and when he was aroused he missed the whiskey. In consequence of what some one told him he charged Dudley, the deceased, with having taken it. Then one struck the other—it is not certain which—and this resulted in a fight between the sergeant and Dudley and another man who helped him. The two got the appellant to the ground, and, as he expressed it, "hammered" him. This resulted in a lieutenant being sent for, who ordered the men to be marched back under escort. During the struggle it is said by the appellant that Dudley threatened to stick a bayonet into him. The lieutenant ordered the two men complained of to be disarmed; one of them was, but not Dudley. Before the lieutenant left, however, he heard the appellant give the order that he should be disarmed. Thereupon arose the incident of efforts to get the belt and bayonet from Dudley, Dudley saying, "What if I refuse?" He threatened to stick the appellant with his bayonet, and it is clear that he refused to give it up. The appellant was carrying a rifle of the old pattern with a very easy pull, the bayonet being fixed and the rifle loaded with live cartridge, which was quite proper in the circumstances. Then, having again given the order for Dudley to be disarmed, he gave the order, "Halt! Left turn!" The men thus faced the appellant, he being on the pavement about three inches higher than them. He tried to coax Dudley to give up his arms; he refused, and put his hand on his bayonet. Then in a moment, according to the view taken by the jury, the appellant levelled his rifle to his shoulder and fired, killing Dudley. The defence raised at the trial, as shewn by the cross-examination of the witnesses, was that of accident. Before the judge came to sum up, Mr. Llewellyn Williams, for the defence, indicated quite clearly that, though his defence was that it was an accident, he was not giving up, and intended to rely on, a verdict of manslaughter if he did not succeed in getting one of acquittal. The judge, when he came to sum up, took the view that, on the facts as presented, it was impossible for the jury to find manslaughter, and so he directed them either to acquit the appellant or to find him guilty of murder. After consideration of all the circumstances we have come to the conclusion that the question ought to have been left to the jury, so as to enable them, if they thought right, and if they rejected the view that it was murder, to return a verdict of manslaughter. The reason we have come to this conclusion is not from any new view of the law, but that there was sufficient evidence of facts and circumstances which would have justified the jury, if they took a certain view of them, in finding manslaughter. It is not for us to say that they would have done so. One must bear in mind the provocation caused by the fight and by the two men holding the appellant down and hammering him. Further—and this is probably the most important fact—that immediately before the firing, the deceased said for the third time that he would stick him, and this time with his hand on his bayonet. Further, this was all grave insubordination on the part of a soldier to his superior officer, and done in the presence of other men, a circumstance which aggravated the matter; and, moreover, it must be borne in mind, though it is very little to be relied on, that the fact that there had been so much drinking and a fight all tended to make the appellant lose control of himself at a critical moment. In those circumstances we think the

matter should have been left to the jury, so that they might have found murder or manslaughter as they thought right. We wish to refer to the suggestion that, as the defence raised was that of accident, the judge was justified in directing the jury as he did. The court does not take that view. The court is of opinion that, whatever defence is put forward by counsel, it is for the judge at the trial to put such questions to the jury as appear to him properly to arise on the evidence, even if counsel has not suggested such questions. Here the difficulty of raising alternative defences accounts for counsel having said little on the subject of manslaughter. We wish further to say, in answer to another argument put forward for the Crown, that the appellant himself said that he was not angry when he did it, that we cannot agree that this negatives manslaughter. He was giving evidence, and trying to shelter himself on the plea of accident; it was open to the jury to take the view that that was not true. In our opinion one must not take the words literally, and shut out any other view. The court, with the assistance of the jury, must arrive, not at the view presented, but at a true view of the facts. We think, therefore, that the verdict cannot stand. Having come to that conclusion, we have power, under section 5 (2) of the Criminal Appeal Act, to substitute the verdict which we think might have been found. We cannot say that it should have been found; but as the question was not put to the jury, the appellant must have the benefit of the lesser verdict of the two. We direct, therefore, that that verdict be entered, and the verdict of murder be quashed. That being so, we have to determine what sentence to impose. We take into account the fact that he has borne a very good character up to the lamentable events of that day; but at the same time, while giving full effect to all the evidence of provocation, the fact remains that the appellant shot and killed, not by accident, a soldier under his command. Such a shooting cannot be justified. Loss of life resulted, and we cannot pass the matter over lightly. Taking all the circumstances into account, we pass a sentence of four years' penal servitude.—COUNSEL, *Llewellyn Williams*, K.C., and *Trevor Hunter; Ellis Griffith*, K.C., and *Clive Lawrence*. SOLICITORS, *Andrew & Thompson*, Swansea; *The Director of Public Prosecutions*.

[Reported by A. L. B. THESIGER, Barrister-at-Law.]

New Orders, &c.

War Orders and Proclamations, &c.

The *London Gazette* of 7th May contains the following :—

1. A Proclamation, dated 5th May (printed below), prohibiting the importation of Belgian bank notes into the United Kingdom.

2. An Order in Council, dated 6th May, under section 2 of the Customs (Exportation Prohibition) Act, 1914, further amending the Proclamation of 3rd February, 1915, by making the following amendment in and addition to the same :—

(1) That on and after the 13th May, 1915, "anthracite" should be deleted from the list of goods the exportation of which is prohibited to all foreign ports in Europe and on the Mediterranean and Black Seas, other than those of France, Russia (except Baltic Ports), Spain and Portugal.

(2) That on and after the 13th May, 1915, the exportation of "Coal (including anthracite and steam, gas, household and all other kinds of coal) and coke" be prohibited to all destinations abroad other than British Possessions and Protectorates and Allied Countries.

The *London Gazette* of 11th May contains the following :—

3. A translation received by the Secretary of State for Foreign Affairs from the United States Ambassador of the recent Contraband Regulation of the German Government. We printed a translation last week (*ante*, page 459).

4. A memorandum (printed below), received by the Secretary of State for Foreign Affairs from His Majesty's Ambassador at Petrograd, respecting the Russian Decree relating to contraband

A Proclamation.

FOR PROHIBITING THE IMPORTATION OF BELGIAN BANK NOTES INTO THE UNITED KINGDOM.

Now, therefore, We have thought fit, by and with the advice of Our Privy Council, to issue this Our Royal Proclamation in pursuance of section forty-three of the Customs Consolidation Act, 1876, and of all other powers enabling Us in that behalf, and We do hereby proclaim, direct and ordain as follows :—

The importation into the United Kingdom of all Belgian Bank Notes is hereby prohibited.

5th May.

Russian Decree Relating to Contraband of War.

Foreign Office,
May 8, 1915.

The Secretary of State for Foreign Affairs has received from His Majesty's Ambassador at Petrograd the following memorandum, prepared by the Commercial Attaché to His Majesty's Embassy :—

The official "Bulletin of Laws" of Petrograd of December 14th/27th, 1914, publishes an Imperial Decree, dated December 8th/21st, 1914, revising sections 1 to 5 of the Decree of September 1st/14th, 1914, concerning the application of the regulations of naval warfare, as drawn up at the London Naval Conference of 1908-1909. These sections 1 to 5, now revised as below, are the whole of the Decree of September 1st/14th, 1914, with the exception of the enclosure to the same, which consists of the Naval War Regulations drawn up by the said Conference. By the above-mentioned Decree of December 8th/21st, 1914, sections 1 to 5 of the Decree of September 1st/14th are replaced by the following :—

Section 1.

Absolute and Conditional Contraband.

(Here follow, with 26 and 15 headings respectively, two lists of articles to be treated as absolute and conditional contraband respectively. These lists are identical in all respects with those given in Schedules 1 and 2 of the King's Proclamation of October 29th, 1914.)

Section 2.

A neutral vessel, whose papers indicate a neutral destination, but which, in spite of the destination apparent from its papers, proceeds to an enemy port, shall be subject to seizure and confiscation, if met with before the close of its next voyage.

Section 3.

The destination, referred to in section 33 of the Naval Warfare Regulations drawn up by the London Conference, shall be supposed proved, in addition to the cases enumerated in section 34 of the said regulations, also when the goods are directed to an agent of an enemy country or for him.

Section 4.

In deviation from section 35 of the regulations drawn up by the London Conference, articles of conditional contraband shall be subject to seizure on a vessel proceeding to a neutral port, if the goods are being sent "to order," or if the ship's papers do not indicate the receiver of the goods, or if they indicate a receiver in enemy territory or in territory occupied by the enemy.

In the cases referred to in this present section the obligation of proving that the destination of the goods was allowed, lies on the owner of the goods.

Section 5.

If the Russian Government is convinced that an enemy Government is obtaining provisions for its armed forces from any neutral country whatever or through it, the Minister of Marine, in agreement with the Minister for Foreign Affairs, is authorized to take the necessary steps that section 35 shall not be applied to vessels proceeding to ports of this country.

Dispositions in this connection must be published in the "Bulletin of Laws," and will remain in force till repealed. While this remains in force a vessel carrying conditional contraband to ports of the said country shall not be free from seizure.

Societies.

The Law Society.

The council of the Law Society desire to place on record the unique circumstance that their president, Sir Charles E. Longmore, K.C.B., V.D., has throughout his term of office as president of the society been actively engaged in the service of his country as colonel in command of the 1st (Reserve) Battalion Hertfordshire Territorial Regiment, and they suggest that he should be asked to sit for his portrait, in uniform, in order that it may be hung in the society's hall.

The council feel that many members of the profession would like to be associated with the proposal, and they will be glad to accept subscriptions (not exceeding £1 1s. each) from any who may wish to contribute.

All subscriptions sent to the secretary, Law Society's Hall, Chancery-lane, W.C., will be duly acknowledged.

It is proposed to close the list of subscriptions at the end of the present month.

The Law Association.

The usual monthly meeting of the board of directors was held at the Law Society's Hall on Thursday, the 6th inst., Mr. Percy E. Marshall in the chair. The other directors present were :—Mr. T. H. Gardiner (treasurer), Mr. N. Chaplin, Mr. F. W. Emery, Mr. J. E. W. Rider, Mr. C. F. Leighton, Mr. M. Waters and Mr. E. E. Barron (secretary). A sum of £60 was granted in relief of deserving cases, and a new member was elected; the annual general court was fixed to be held at the Law Society's Hall on Thursday, the 31st inst., at 2 o'clock, and other general business was transacted.

The Sociological Society—Law Group.

Dr. W. R. Bisschop is to be the chairman, and Miss Chrystal Macmillan the vice-chairman, of the new Law Group which is being formed at the Sociological Society. The proceedings will begin, on Thursday, 20th May, at 5.15 p.m., with a lecture by Mr. Holford Knight on

"The Lawyer and the Modern State." The programme for the summer session comprises an address on "The Social Function of the Lawyer," which is to be given by Sir John Macdonell, in the hall of the Society of Arts, in July; and papers which are to be read in the rooms of the society, at 21, Buckingham-street, by Mr. T. R. Bridgwater, Mr. J. Scott Duckers and Mr. E. B. V. Christian respectively, on the following themes:—"The Lawyer as Sociologist," "The Lawyer as Philosopher," and "Legal Language."

The following are the rules for the formation and maintenance of study groups:—

1. Each group should have a chairman and vice-chairman to take the chair at meetings, a secretary and a treasurer, and, if the members wish, they may also have a president and vice-president, who would agree to preside or deliver an address occasionally and to act as referees for the decision of difficult and important questions; an organiser, who would fill up vacancies in the membership, keep up the attendance and report any falling off to the organiser of the society; a Reporter, who would send accounts of the meetings to the Press, a Recorder who would make abstracts of all the papers, perhaps for publication; and a Librarian, who would collect books and magazines bearing on the subjects of study and lend them to the members.

2. The subscription is 5s. a year for each group. Student members, at the discretion of the committee, are admitted on payment of half-a-crown per annum. Members of the Sociological Society are at liberty to join any of the groups without extra payment. Any publications, other than programmes, which the groups may issue must be paid for by means of donations or levies.

3. The groups manage all their own affairs and do their own secretarial work, but they are at liberty to send their notices to the office to be mimeographed. The sanction of the council must be obtained for all such undertakings as the making of social surveys, publishing books or pamphlets, sending out questionnaires, giving scholarships for research to promising students, delivering extension lectures and carrying on a propagandist campaign, such as, for instance, that which the International Society of Social Science is inaugurating.

The Union Society of London.

A meeting of the Union Society of London was held in the lecture room, King's Bench-walk, on Wednesday evening, the president, Mr. Harry Geen, in the chair. Mr. G. F. Kingham moved: "That the employment of women during the war will detrimentally affect the conditions of labour." Mr. W. R. Willson opposed. After discussion the motion was lost.

The Barristers' Benevolent Association.

The annual general meeting will be held in the Inner Temple Hall on Friday, 14th May, 1915, at a quarter to five in the afternoon. The Right Hon. the Earl of Halsbury will preside. A copy of the report which will be presented to the meeting may be seen by any member of the association at the association's offices. The following twenty members of the association are eligible and willing to serve on the committee of management for the ensuing year:—J. F. P. Rawlinson, K.C., M.P., J. Scott Fox, K.C., H. T. Kemp, K.C., Sir Reginald B. D. Acland, K.C., E. Lewis Thomas, K.C., George Wallace, K.C., A. C. Clauson, K.C., J. H. Cunliffe, K.C., T. J. C. Tomlin, K.C., D. M. Kerly, K.C., Tyrrell T. Paine, Boydell Houghton, E. W. Hansell, J. E. H. Benn, Theobald Mathew, G. R. Northcote, H. Tindal Methold, A. B. Marten, W. J. H. Brodrick, H. B. Vaisey.—Rayner Goddard, Geoffrey Fry, hon. secretaries.

War and the Jury System.

When Mr. Justice Darling took his seat on Tuesday, says the *Times*, a juror made an application to be excused from his duties at the courts. The juror said that he was a stockbroker. Before the war he had seven clerks. Five had enlisted, leaving only a typist and an office boy. Unauthorized persons could not do any business on the Stock Exchange, and if he were compelled to serve on the jury his business would be temporarily stopped.

Mr. Justice Darling said that the juryman should be excused. He wished it to be known that there was the greatest difficulty in carrying on those cases which came into the courts to be tried with juries. He got a great many applications which he was absolutely bound to grant. There were cases where jurors who were serving with His Majesty's forces were summoned. This was a case of extreme hardship. The juror had allowed practically all his clerks to go into the service of their King and he alone could attend to his business. It would be penalising a man who had been put into the position of the applicant through his servants going to fight for their country if his lordship were to say that the applicant must remain in the courts and perhaps lose his clients.

His lordship thought that the authorities ought to consider whether they should not take some means of compelling litigants to have their cases tried without juries. There were many cases, now tried before juries, which could perfectly well be put into the Non-Jury List.

Where the interests of the country were at stake even trial by jury could be dispensed with more than it was.

In the Chancery Division there were no juries and the Chancery courts dealt with many cases which were exactly the same as the cases which came before the judges of the King's Bench Division. It was in the discretion of the litigants whether they entered their cases in the one division or the other.

His lordship added that, if jurors became insufficient, he would make what appeals he could to people to have their cases tried without juries. But it should not be left to the judges. There should be some rule made by which less liberty should be extended to litigants to insist on a privilege which was really detrimental to the public interest. He hoped that it would be possible for something to be done. Personally, he would do all that he could to induce parties to actions to take the course which he had suggested.

The Shooting of British Prisoners.

In answer to a question by Viscount Midleton, in the House of Lords on the 11th inst., says the *Times*, as to the statement furnished by the British Minister at The Hague about the order of Prince Rupprecht of Bavaria with reference to the shooting of British prisoners, the Marquess of Crewe said: This communication was received in the form in which it was published through an official source. We have no other confirmation of the statements which were made by the German soldiers who gave the information to our representatives. We have no reason, however, to doubt the authenticity of the statements or to question their truth. In reply to the question what steps it was proposed to take, the noble marquess called attention to the opinion expressed by the Prime Minister in the House of Commons the day before that there was no object in approaching neutral Governments about Germany's breaches of international rules and conventions unless or until neutral Governments were prepared to take some action in the matter. The noble marquess continued:—

"In the early days of the war I expressed the opinion that sooner or later those who were guilty of the invasion of Belgium and the atrocities that accompanied it would by one means or another have to pay for these acts and pay to the uttermost farthing. Many things have happened since then to confirm me, and I believe others, in that opinion. Of the particular form which such payment must take it is premature to speak. In some ways I think the less said the better in the direction of expressing intentions; still less is it desirable to utter anything in the nature of threats. There are various possibilities which would occur to any of us as to the manner in which those responsible may in the long run be called to account. With regard to some, at any rate, of these breaches of the conventions of war suggestions have been made of various forms of pecuniary indemnity. It has also been suggested that whenever the terms of peace come to be considered these things will not be forgotten. Others have expressed the hope that individuals, especially those who must be held to be ultimately most responsible, may have to give personal account of what has happened. I will not attempt to discuss these possibilities or to express any opinion, either on my own behalf or on that of the Government, as to what course it may be well to pursue. But I do most confidently repeat the opinion that before all is over, proved excesses either of this kind or of many other kinds which have occurred, will have to be paid for, and paid for to the uttermost farthing."

Germanizing the County Courts.

At Norwich County Court on Monday, says the *Times*, Judge Mullgan, K.C., gave judgment in the case of Ehrmann Brothers v. Edward Howes.

His Honour said the plaintiff, Ferdinand Baruch Ehrmann, carried on business as a wine and spirit merchant in London in the name of "Ehrmann Brothers," and the defendant, a Norfolk workman earning £1 a week, ordered and received from the plaintiff six dozen of whisky. The plaintiff sued the defendant for the price in a London county court, and, so far as any defence was concerned, the action might as well have been brought in Germany. The defendant could not go to London to make his defence. Judgment was entered against Howes for payment of £14 "forthwith."

To bring a claim like this in London against a servant working in Norfolk at a weekly wage was, in his opinion, an act of oppression—an attempt to Germanize the county court. On 15th June last a judgment summons came before the court at Norwich to commit Howes to prison for default, but it was not proved that Howes had means to pay, and the summons was adjourned until 13th July, when a varied order, making the debt payable by instalments of 5s. a week was made. Several small sums were paid when Howes, who was an undischarged bankrupt, ceased to pay, and a new judgment summons for arrears came on in November and was adjourned.

On 7th December the new application against Howes came before the court again, when it was urged that Ehrmann was naturalized in England. He (the judge) thought, however, that naturalization did not make any difference in reality; that if the blood was German and of the Hun strain, the Hun taint would not be eliminated by appending the word "naturalized." But he thought that naturalization made a difference in law, and the application was adjourned until 18th January for Ehrmann to give evidence of naturalization, but was subsequently heard. He could not give a charge to Ehrmann on the future earnings of this workman, secured by a mortgage of his body, for that was virtually what it amounted to, and the application failed. Ehrmann need not by circular or agents or otherwise lure a British workman to buy dozens of his whisky. In future he would not lose the price if he left the Norfolk labourer severely alone, and the wife and family of that labourer would have much to be thankful for.

The Sinking of *The Lusitania*.

The following was the verdict returned by the jury at the inquest at Kinsale on certain of the victims of the *Lusitania* outrage:—

We find that the said deceased died from their prolonged immersion and exhaustion in the sea eight miles south-south-west of the Old Head of Kinsale, on Friday, 7th May, 1915, owing to the sinking of the R.M.S. *Lusitania* by a torpedo fired without warning from a German submarine. That this appalling crime was contrary to international law and the conventions of all civilized nations, and we therefore charge the officers of the said submarine and the Emperor and Government of Germany, under whose orders they acted, with the crime of wilful and wholesale murder before the tribunal of the civilized world. We desire to express our sincere condolence and sympathy with the relatives of the deceased, with the Cunard Company, and with the United States of America, many of whose citizens perished in this murderous attack upon an unarmed liner.

Law Students' Journal.

Law Students' Society.

University of London Law Students' Society.—At a meeting held on Tuesday, 11th May, 1915, at University College (Mr. R. F. Levy, president, in the chair), the subject for debate was: "That all positions (e.g., Gibraltar, the Dardanelles) commanding the gateways of the high seas should be neutralised." Mr. C. R. Marden opened in the affirmative, and Mr. T. Francoudi in the negative. The following members also spoke:—Messrs. A. A. Carreras, C. C. Gallagher, R. H. Gregorowski, F. Bradbury, C. J. G. Hughes, and P. A. Wood. The leaders replied, and on the motion being put to the meeting it was carried by 8 votes to 6.

Legal News.

Appointments.

Mr. A. A. Tobin, K.C., has been appointed Judge of County Courts, Circuit 27 (Shropshire and Herefordshire). The new judge was born in 1855, and was educated at Rugby and University College, Oxford. Called to the bar at the Middle Temple in 1880, he took silk in 1903, and became a bencher of his inn in 1912. He has represented Preston in the House of Commons as a Unionist since 1910, and had previously contested the Scotland division of Liverpool against Mr. T. P. O'Connor in 1906. He has held the Recordership of Salford since 1904.

Mr. Oswald Henry Hardy, barrister-at-law, having resigned his appointment as one of the registrars of the Principal Probate Registry, has been appointed District Probate Registrar at Exeter, in place of the late Mr. W. H. Bailey.

Mr. William Frederic Ludlow de Quetteville, barrister-at-law, of the Principal Probate Registry, has been appointed to succeed Mr. Hardy as one of the registrars of the Principal Probate Registry.

Changes in Partnerships.

Dissolutions.

John Ellis and Thomas Healey, solicitors (Ellis & Healey), 31A, Ivegate, in the city of Bradford. May 4.—The said John Ellis will continue to practise at Prudential buildings, Ivegate, Bradford, as a partner in the firm of "Banks, Newell, Ellis & Demaine," and the said Thomas Healey will continue to practise on his own account at 31A, Ivegate, Bradford. [*Gazette*, May 7.

Hinchcliffe Ellis and Sydney Harcourt Johnson, solicitors (Ellis & Johnson), May-buildings, No. 51, North John-street, Liverpool. May 8. [*Gazette*, May 11.

Information Required.

WILL OF THE LATE ALBERT BLAGDON MANSFIELD, of Powerscroft-road, Clapton, formerly of Upton-lane, Forest Gate, Dairy Farmer, deceased. Any solicitor or other person having prepared, or having any knowledge of, the will of the above, is asked to communicate with Messrs. Hubbard, Son & Eve, solicitors, 110, Cannon-street, E.C. It is thought the will may have been signed while deceased was a patient in St. Bartholomew's Hospital in 1890.

General.

It is officially stated, says a Reuter message from Amsterdam of 10th May, that the German Government has sent a written declaration to the Dutch Government dealing with the torpedoing of *The Katwyk* and admitting that she was sunk by a German submarine.

Lord Mersey is to sit as Wreck Commissioner at the official inquiry into the loss of *The Falaba*, which is to open in the Caxton Hall, Westminster, on 20th May. With him will probably be three assessors. The Solicitor-General, it is understood, will appear for the Crown, and the inquiry will be on similar lines to that held after the sinking of *The Titanic*. Colonial passengers who were saved after *The Falaba* was struck by the torpedo have delayed leaving for South Africa until they have given evidence, and it is expected that a large number of passengers will be called as witnesses.

In the House of Commons on Monday, in reply to Mr. King, Mr. Primrose said: Although the German Government officially informed the Vatican on 26th February last that they agreed to the proposal for the mutual exchange of persons physically unfitted for military service, they have up till now declined to give effect to the agreement. Under the agreement with the Austro-Hungarian Government, invalid civilians are entitled to release, and under the agreements with both the German and Austro-Hungarian Governments males over the age for military service are likewise entitled to release.

In the House of Commons on Tuesday Mr. King asked the Prime Minister whether, before any sanction was given by the Government to the use by his Majesty's military forces of any gas of which the use is, except in retaliation, contrary to the rules of war, he would give an opportunity for a discussion of the subject in the House. Mr. Asquith: I regret I cannot promise a day for this discussion. Mr. King: Does the right hon. gentleman realize that in the case of reprisals taken by the Admiralty there has been forthcoming no defence, either from members of this House, or even from members of the Government, and before further reprisals are taken will the House be taken into the confidence of the Government? Mr. Asquith: I cannot add anything to the answer I have given.

In the House of Commons on Tuesday Commander Bellairs asked the President of the Board of Trade whether he could state who were the skilled assessors appointed to assist Lord Mersey in his inquiry into the sinking of *The Lusitania*; whether such an inquiry had the authority to pronounce upon or in any way to criticize the adequacy or inadequacy of the protective arrangements made by the Admiralty; and whether he could state the terms of reference given to Lord Mersey as to the conduct of the inquiry. Mr. Runciman: The assessors have not yet been appointed. Certain questions yet to be formulated will be addressed to the court of inquiry. No formal terms of reference will be given to Lord Mersey. The inquiry will be conducted by the Law Officers, and they will see that all matters consistent with public interest are dealt with.

In the House of Commons on Tuesday, replying to Sir H. Dalziel, Mr. McKenna said the object of the Order in Council of 13th April calling upon hotel proprietors and boarding-house keepers to keep a register of alien visitors was not so much to deal with enemy aliens, who from the first had been required to register with the police, as to secure a means of tracing the movements of all other aliens. The Order was made on the recommendation of the Sub-Committee of the Committee of Imperial Defence. It was not desirable to state the information on which they based their recommendation. Sir H. Dalziel: Has information reached the right hon. gentleman to-day that 400 German butchers have been refused meat at Smithfield, and that many shops have been smashed? Further, has the right hon. gentleman taken any steps for the protection of hotels employing German staffs, such as the Charing Cross Hotel? Mr. McKenna said he had no information on the matter, but would inquire.

The Irish Court of Appeal, consisting of the Lord Chancellor, the Lord Chief Baron, and the Master of the Rolls, delivered judgment on Monday in an appeal by Mr. Richard Hazleton, M.P., against an order of Mr. Justice Boyd directing that £200 of his salary of £400 a year as member of Parliament should be placed at the disposal of the official assignee. Mr. Hazleton had claimed the protection of the Bankruptcy Court in respect of the expenses of the North Louth election petition. The Court now unanimously held that under the Bankruptcy Acts no judge had power to allocate any portion of the allowance made to a member of Parliament by the State. The Lord Chief Baron expressed the view that a member of Parliament was, as much as the House of Commons itself, a part of the State in its legislative capacity. The grant to a member was a grant to the State itself, and was in its very nature inalienable.

The following was reprinted in the *Times* of 21st April from its issue of that date in 1815:—We have the satisfaction to lay before our readers an accurate copy of the Treaty of Vienna, concluded on the 25th ult., by which the principal Powers of Europe are united with us in one grand and sacred *Alliance*, to maintain that peace which in conjunction with us they had conquered, and to protect those rights, and that freedom, which in conjunction with us they had established. Adhering to the firm and resolute policy which dictated the declaration that *Napoleon Buonaparte* was without the pale of civil and social relations, and viewing him only in his true light as a *criminal*, this treaty pledges the Contracting Powers to use all their efforts to bring him and his deluded adherents to justice, in case a demand to that effect should be made on them by the King of France. This is a plain, intelligible, legal principle on which to act; and never may there be found in Britain, never may there be found in Europe, a Statesman so dastardly as to shrink from maintaining it!

The Property Mart.

Forthcoming Auction Sales.

May 18.—Messrs. Debenham, Tewson & Chinnocks, at the Mart, at 2: Freehold Ground-Rents (see advertisement, page ii, this week).

May 19.—Messrs. Holcombe & Betts, at the Mart, at 1: Leasehold Investment (see advertisement, page ii, this week).

May 20.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2: Annuities, Reversions, Policies, Life Interests, and Shares (see advertisement, page iii, this week).

June 3 and 10.—Messrs. Stimson & Sons, at the Mart, at 2: Freehold and Leasehold Properties, &c. (see advertisement, page ii, this week).

NAMES OF CASES REPORTED IN THE SOLICITORS' JOURNAL & WEEKLY REPORTER

From OCTOBER 24th, 1914, to APRIL 17th, 1915 (inclusive).

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1	Mr. Justice JOYCE.	Mr. Justice NEVILLE.
Monday, May 17	Mr. Farmer	Mr. Leach	Mr. Greswell	Mr. Bloxam
Tuesday 18	Synge	Goldschmidt	Church	Jolly
Wednesday .. 19	Church	Borrer	Leach	Synge
Thursday 20	Greswell	Synge	Borrer	Farmer
Friday 21	Jolly	Farmer	Synge	Church

Date.	Mr. Justice EVE.	Mr. Justice SARGANT.	Mr. Justice ASTBURY.	Mr. Justice YOUNGER.
Monday, May 17	Mr. Borrer	Mr. Synge	Mr. Goldschmidt	Mr. Church
Tuesday 18	Leach	Borrer	Bloxam	Farmer
Wednesday .. 19	Greswell	Jolly	Farmer	Goldschmidt
Thursday 20	Jolly	Bloxam	Church	Leach
Friday 21	Bloxam	Goldschmidt	Greswell	Borrer

The Whitsun Vacation will commence on Saturday, the 22nd day of May, 1915, and terminate on Tuesday, the 25th day of May, 1915, inclusive.

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, May 7.

ARTOPUS STUDIOS LTD.—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Herbert A. Deed, 20, Cannon st, liquidator

FARDON AND CARPENTER, LTD.—Creditors are required, on or before June 5, to send their names and addresses, and the particulars of their debts or claims, to George Edgar Corfield, Balfour House, Finsbury Pavement, liquidator.

LEONIDAS, LTD.—Creditors are required, on or before May 26, to send their names and addresses, and the particulars of their debts or claims, to Reginald L. Tayler, 24, Coleman st, liquidator.

PETTITS LONDON AND COUNTRY SUPPLY STORES, Ltd.—Creditors are required, on or before May 28, to send their names and addresses, and particulars of their debts or claims, to Mr. F. W. Cogswell, 18-19a, Fish st hill, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, May 11.

GARDEN REACH SPINNING AND MANUFACTURING CO., LTD.—Creditors are required, on or before May 28, to send their names and addresses, and the particulars of their debts or claims, to Daniel Currie, Winchester House, Old Broad st, liquidator.

GREAT GRIMSBY ALBION STEAM FISHING CO, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before May 27, to send their names and addresses, and the particulars of their claims, to Frederick Fugill, Great Northern Chmbrs, Bethlehem st, Grimsby, liquidator.

JOE KAYE (RIPPONDEN), LTD.—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to George Henry Walker, 37, Southgate, Halifax, liquidator.

SEASCALE MINERAL EXPLORATION CO, LTD.—Creditors are required, on or before June 3, to send their names and addresses, and the particulars of their debts or claims, to Thomas Brown, 12, Scotch st, Whitehaven, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, May 7.

P. H. Gilbert & Co, Ltd.
Elipit, Ltd.
South Newington Club Co, Ltd.
Clougher Syndicate, Ltd.
Trever & Co, Ltd.
Leeds Manufacturing Co, Ltd.
Madame Furber, Ltd.
W. A. Lyndon, Ltd.
Sunderland Young Men's Residential Club, Ltd.
Pettits London and Country Supply Stores, Ltd.
Herbert Abbott, Ltd.
Isaiah Gadd & Co, Ltd.

London Gazette.—TUESDAY, May 11.

Wall Grange Co, Ltd.
M. A. Boswell & Co, Ltd.
Charles Plowman, Ltd.
Mitchell & Mader, Ltd.
Steam Cars, Ltd.
W. H. Fox & Co, Ltd.
Cinemas of Great Britain, Ltd.
Ingleton Gas Co, Ltd.
Benfleet Institute, Ltd.
Eticoal Syndicate, Ltd.
Tabard Cigarette and Tobacco Co, Ltd.
Home Industry and Assistance for Gentlewomen, Ltd.
River Steam Colliers Co, Ltd.
Nomadic Steamship Co, Ltd.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette—FRIDAY, April 30.

DIXON, ELIZA, Harley-place, Clifton Down, Bristol May 31 Wilkinson v. White, Joyce and Eve, JJ. Evershed, Newhall-street, Birmingham

GERBINI, MARY ELLEN THATCHER, Ross-cottage, Feltham May 31 Lauber v. Radcliffe, Eve, J. Firth & Co., Chancery-lane

London Gazette.—TUESDAY, May 4.

BEARCROFT, REGINALD, The Grange, Smarden, Kent May 31 Rutherford & Kay v. Bearcroft & Richards, Judge in Chambers, Room No. 696, Royal Courts Ward, Serjeant's-inn, Temple

Under 22 & 23 Vict. cap. 35.

London Gazette.—TUESDAY, May 4.

BALDWIN, ALEXANDER BERTIE, Combe Martin, Devon July 1 Baldwin & Co Clitheroe

BEDDINGTON, DAVID LIONEL, Sussex sq, Hyde Park June 1 Lee & Pembertons, Lincoln's inn fields

BELCHER, ETHEL, Woodside Park rd, North Finchley June 19 Schacht Essex st
BOOTH, SAMUEL HENRY LANE, Sheffield, Packing Case Maker June 1 Sorby & Co, Sheffield
BRINDLEY, THOMAS, East Cannock, Stafford June 14 Wilkinson & Co, Walsall
BUSBY, GEORGE CAMDEN, York June 15 Holtby & Proctor, York
CHADWICK, JOSEPH, Manchester May 31 Chorlton & Galloway, Manchester
CLARKE, HENRY, Alverston, nr Stratford upon Avon, Farmer June 12 Matthews, Hereford
CLARKE, JAMES, Purton, Wilts May 31 Morrison & Masters, Swindon
DANCE, CHARLES HENRY, Gloucester May 29 Jones & Blakeway, Gloucester
DEANE, Lieut Col FREDERICK ARTHUR, Caversham, Berks June 1 Oldman & Co, Harcourt bldgs, Temple
DIBB, ARTHUR KNOCKER, Kirkella, Yorks May 30 Barker & Mayfield, Hull
ELLIS, MARY, Blackpill, nr Swansea June 3 Strick & Bellingham, Swansea
GARLICK, EMILY, Eastbourne June 19 Nelson & Co, Leeds
GAVILLER, ELLEN CHARLOTTE, South Woodford May 19 Miller & Smiths, Salters' Hall court
GRIFFIN, THOMAS GUEST, Wigan, Draper June 5 Griffin, St Helens
HOOPER, GEORGE NORGATE, Beckenham Kent, June 10 Garrard & Co, Suffolk st, Pall Mall East
HUNTER, MARTHA ELLEN, Bradford June 1 Atkinson, Bradford
JENKINS, ELEANOR, Park rd, Regent's Park May 13 Croft & Mortimer, Coleman st
JOHNSON, HARRY CECIL, Portman sq June 30 Mott & Son, Bedford row
MARSLAND, MARK, Sale, Chester, Gardener June 19 McDonald & Cort, Sale
MELHUISH, WILLIAM, Cheriton Fitzpaine, Devon June 1 Sparkes & Co, Crediton
MITCHELL, JAMES, Hereford, Tailor June 12 Matthews, Hereford
PONCIA, THOMAS FRANCIS, Boreham Wood, Herts, Solicitor June 24 Foster & Co, Birmingham
RADCLIFFE, THOMAS, Bury, Lancs, Cotton Mill Manager June 1 Watson & Chell, Bury
ROBINSON, EMMA, Hastings June 7 Budd & Co, Bedford row
ROSS, FANNY GERTRUDE, Weymouth June 17 Baker & Co, Abchurch la
SNOWDON, ANN HENSELL, South Shields June 15 Livingston, Jarrow
SPARKS, JAMES DOUGLAS, Leith mansions, Maida Vale June 7 Few & Co, Surrey st
TETLOW, WILLIAM, Bolton by Bowland, Yorks July 1 Baldwin & Co, Clitheroe
TURNER, WILLIAM FREDERICK, Jesmond, Horrabridge, Devon June 1 Dobell, Plymouth
VARLEY, SARAH CURTIS, Southampton June 1 Paris & Co, Southampton
WATERHOUSE, JAMES, Altrincham, Licenced Victualler June 12 Nicholls & Co, Altrincham
WILSON, EDWARD ARTHUR, Weston super Mare June 4 Robertson, Bute Docks, Cardiff
WILSON, WALTER, Cavendish rd, Harringay, Wholesale Confectioner June 7 Cowl, Bow rd
WOODROFFE-FOSTER, FRANK, Birmingham June 5 Hooper & Barker, Birmingham
YOUL, Lady CHARLOTTE, Eltham, Kent June 1 Mossop & Syms, Lincoln's inn fields
YOUNG, EDWARD, Hawkhurst, Kent, Surgeon June 1 Stenning & Son, Maidstone

Bankruptcy Notices.

London Gazette—TUESDAY, May 4.

RECEIVING ORDERS.

BENNETT, FRANKLIN, Stockton Heath, Chester Grocer Warrington Pet April 29 Ord April 29
BUTLER, WILLIAM OWEN, Bedminster, Bristol, Commercial Clerk Bristol Pet April 30 Ord April 30
DAVID, HOWELL THOMAS, Cymla, Neath, Farmer Neath Pet May 1 Ord May 1
FOLLIOTT, CHARLES, Fenchurch st, Merchant High Court Pet July 15 Ord April 30
GELSTHORPE, JOHN, Derby, Horse Dealer Derby Pet April 29 Ord April 29
GIBBS, FRANCIS JOHN, Cardiff, Grocer Cardiff Pet April 16 Ord April 27
GRAY, JOHN PERCY, Gosport, Grocer Portsmouth Pet April 22 Ord April 30
HANLAY, MARTHA, Bradford, Draper Bradford Pet May 1 Ord May 1
HELME, SAMUEL, Prestwich, Lancs, Pawnbroker Salford Pet Feb 17 Ord April 30
HICKS, SEYMOUR, Henrietta st, Covent Garden, Actor High Court Pet Dec 3 Ord April 30
JONES, EMILY, Bala Wrexham Pet April 28 Ord April 28
LAKE, H. W, Shaftesbury av High Court Pet Jan 16 Ord April 28
ORRITT, PETER, Ormskirk, Boot Repairer Liverpool Pet April 30 Ord April 30
PARSONS, ALFRED, Middlesbrough, Coal Merchant Middlesbrough Pet April 30 Ord April 30
PICKERING, WILLIAM, East Retford, Notts, Grocer Lincoln Pet April 30 Ord April 30
ROBERTS, DAVID WILLIAM, Llanelly, Shearer Carmarthen Pet April 29 Ord April 29
ROWE, WILLIAM, Duncton, Sussex, Miller Brighton Pet April 30 Ord April 30
ROWELL, ROBERT, Camberwell grove High Court Pet Dec 1 Ord April 29
SMITH, GEORGE STEPHEN, Brompton rd, Tailor High Court Pet April 9 Ord April 29
SMITH, MARY ELIZABETH, Goole, Yorks Wakefield Pet April 30 Ord April 30
TIBBS, HENRY, Cleveland Park av, Walthamstow, Carman High Court Pet April 30 Ord April 30
VOKINS, CHARLES KEAN, South pl, Finsbury, Chartered Accountant High Court Pet Oct 21 Ord April 29
WESTON, JOHN THOMAS, Bolsover, Derby, Baker Chesterfield Pet April 29 Ord April 29

FIRST MEETINGS.

BROWNING, ERNEST, Spilsby, Lincs, Monumental Mason May 18 at 2 Off Rec, 4 and 6, West st, Boston
BURNET, JOHN FROGGATT, Sheffield, Drysalter May 11 at 11.30 Off Rec, Figtree ln, Sheffield
CAMPBELL, FRANCIS THOMAS, West Hartlepool, Pawnbroker May 21 at 2.30 Off Rec, 3, Manor pl, Sunderland
COOPER, GEORGE HENRY, Doncaster, Dental Mechanic May 11 at 12.30 Off Rec, Figtree ln, Sheffield
COURTNELL, HENRY JOHN, Portsmouth, Tobacconist May 12 at 12 Off Rec, Cambridge junc, High st, Portsmouth
COX, FREDERICK AUGUSTUS HENRY LEONARD JAMES, Brighton May 12 at 12 Off Rec, 12A, Marlborough pl, Brighton
DODSON, JOSEPH EDWARD, Liverpool, Schoolmaster May 11 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
FOLLIOTT, CHARLES, Fenchurch st, Merchant May 13 at 12 Bankruptcy bldgs, Carey st
GASKIN, JOHN, Nottingham, Stock Broker May 12 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
HANLAY, MARTHA, Bradford May 13 at 11 Off Rec, 12, Duke st, Bradford
HICKS, SEYMOUR, Henrietta st, Covent Garden, Actor May 14 at 11 Bankruptcy bldgs, Carey st
JIMPSON, OSCAR ROBERT, East Dereham, Norfolk, Baker May 11 at 3 Off Rec, 8, King st, Norwich
LAKE, H. W, Shaftesbury av May 14 at 12 Bankruptcy bldgs, Carey st
NEW, HORACE HARTLAND, Bengeworth, Evesham, Worcester, Market Gardener May 12 at 12 Off Rec, 11, Copenhagen st, Worcester
ROWE, WILLIAM, Duncton, Sussex, Miller May 14 at 3 Off Rec, 12A, Marlborough pl, Brighton
ROWELL, ROBERT, Camberwell grove May 13 at 12 Bankruptcy bldgs, Carey st
SMITH, GEORGE STEPHEN, Brompton rd, Tailor May 14 at 11 Bankruptcy bldgs, Carey st
SMITH, SARAH LOUISA, Middlesbrough, Grocer May 11 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
TIBBS, HENRY, Cleveland Park av, Walthamstow, Carman May 14 at 12 Bankruptcy bldgs, Carey st
TREASURE, JOHN, Coleford, Somerset, General Shopkeeper May 12 at 11.30 Off Rec, 26, Baldwin st Bristol
VICKERS, ARTHUR, Salford, Finisher May 11 at 3.30 Off Rec, Byrom st, Manchester
VOKINS, CHARLES KEAN, South pl, Finsbury, Chartered Accountant May 12 at 1 Bankruptcy bldgs, Carey st
WHITE, WILLOUGHBY, Sheffield, Grocer May 11 at 12 Off Rec, Figtree ln, Sheffield
WILLIAMS, JOHN OATES, Penzance, Restaurant Keeper May 15 at 11.15 Off Rec, 12, Princes st, Truro

ADJUDICATIONS.

BENNETT, FRANKLIN, Stockton Heath, Chester, Grocer Warrington Pet April 29 Ord April 29
BERTIE, WALTER ROBERT, Lakeside rd, Palmer's Green, Builder Edmonton Pet Mar 10 Ord May 1
BUTLER, WILLIAM OWEN, Bedminster, Bristol, Commercial Clerk Bristol Pet April 30 Ord April 30
COX, FREDERICK AUGUSTUS HENRY LEONARD JAMES, Brighton Brighton Pet Mar 25 Ord April 30
DAVID, HOWELL THOMAS, Cymla, Neath, Farmer Neath Pet May 1 Ord May 1
GELSTHORPE, JOHN, Derby, Horse Dealer Derby Pet April 29 Ord April 29
HANLAY, MARTHA, Bradford, Bradford Pet May 1 Ord May 1
HANSEN, VALDEMAR CARL CHRISTIAN, Beaconsfield, Bucks, Nurseryman Aylesbury Pet April 19 Ord April 29
HAYCRAFT, HENRY, Castle st East, Oxford st, Costume Manufacturer High Court Pet April 14 Ord April 29
JONES, EMILY (Widow), Bala Wrexham Pet April 28 Ord April 28
KYLE, GIBSON and ALEXANDER DOBSON KYLE, Barnard Castle, Durham, Contractors Stockton on Tees Pet Mar 17 Ord April 28
NEW, HORACE HARTLAND, Evesham, Worcester, Market Gardener Worcester Pet Mar 31 Ord April 30
NIGHTINGALE, RICHARD and STANLEY SEYMOUR GORDON, West Bromwich, Theatre Proprietors West Bromwich Pet April 1 Ord April 29
ORRITT, PETER, Ormskirk, Boot Repairer Liverpool Pet April 30 Ord April 30
PARSONS, ALFRED, Middlesbrough, Coal Merchant Middlesbrough Pet April 30 Ord April 30
PICKERING, WILLIAM, East Retford, Grocer Lincoln Pet April 30 Ord April 30
ROBERTS, DAVID WILLIAM, Llanelly, Shearer Carmarthen Pet April 29 Ord April 29
ROWE, WILLIAM, Duncton, Sussex, Miller Brighton Pet April 30 Ord April 30
SMITH, MARY ELIZABETH, Goole Wakefield Pet April 30 Ord April 30
TIBBS, HENRY, Cleveland Park av, Walthamstow, Carman High Court Pet April 30 Ord April 30
VOKINS, CHARLES KEAN, South pl, Finsbury, Chartered Accountant High Court Pet Oct 21 Ord May 1
WESTON, JOHN THOMAS, Bolsover, Derby, Baker, Chesterfield Pet April 29 Ord April 29
YORKE, PHILIP, Cavendish rd, Brondesbury, Building Material Manufacturer High Court Pet April 16 Ord April 29

ADJUDICATION ANNULLED.

MOEHR, ERNEST LOUIS, Leeds, Hairdresser Leeds Adjud July 27 Annul April 30

London Gazette—FRIDAY, May 7.

RECEIVING ORDERS.

BAMFORD, TOM, Barnsley, Coal Miner Barnsley Pet May 5 Ord May 5
BUCKLAND, CHARLES HENRY, Rectory grove, Clapham, Bookseller High Court Pet April 16 Ord May 3
BURNINGHAM, FREDERICK THOMAS, Farnham, Surrey, Baker Guildford Pet May 4 Ord May 4
COOKE, FREDERICK JOSEPH, Wilstead, Beds, Grocer Bedford Pet May 4 Ord May 4
CROWTHER, LOUIE S, Thorpe Mandeville, Northampton, Spinster Banbury Pet April 19 Ord May 4
ELLIS, ROBERT, Aberdaron, Carnarvonshire, Grocer Portmadoc Pet May 5 Ord May 5
GILBERT, ALBERT, Walsall, Lamp Dealer Walsall Pet May 3 Ord May 3
GODSALL, GEORGE, Bromsgrove, Baker Worcester Pet May 4 Ord May 4
GREAVES, JAMES, Rawdon, Yorks, Painter Leeds Pet May 4 Ord May 4
GROVES, A (Male), Cwmcarn, Mon, Collier Newport, Mon Pet April 20 Ord May 3
JOHNSON, JOSEPH, Somercotes, Derby, Fish Dealer Derby Pet May 4 Ord May 4
JONES, EDWARD ARTHUR, and RICHARD OWEN ROBERTS, Conway, Builders Bangor Pet April 20 Ord May 4
JONES, WILLIAM TOM, Little Dawley, Salop, Baker Shrewsbury Pet May 3 Ord May 3
LETTS, JAMES ALBERT, Hall Green, Worcester, Grocer Birmingham Pet May 3 Ord May 3
MARQUISS, FREDERICK GEORGE, Colwyn Bay, Denbigh, Tea Merchant Bangor Pet May 5 Ord May 5
MATTHEWS, EDWARD, Gwennap, Cornwall, Farm Labourer Truro Pet May 3 Ord May 3
MITCHELL, ERNEST EDWARD, Egmanton, Notts, Grocer Nottingham Pet May 3 Ord May 3
ORME, HENRY MIDLAM, Etwall, near Derby Burton on Trent Pet May 4 Ord May 4
PORTHEIM, MORITZ, Cheapside, Manufacturer's Agent High Court Pet Feb 26 Ord May 5
PRICE, WILLIAM HENRY LLOYD, Vaynor, Brecknock Farmer Merthyr Tdyfil Pet May 5 Ord May 5
SNEE, THOMAS, Salford, Provision Merchant Salford Pet May 5 Ord May 5
THRESH, EDWIN, Wakefield, Plumber Wakefield Pet May 1 Ord May 1

VERNON, WALTER, Kingsbury, Warwick, Butcher Birmingham Pet April 9 Ord May 8
WHITFIELD, WILLIAM GEORGE, Warkworth, Northumberland, Agricultural Supplies Agent Newcastle upon Tyne Pet May 5 Ord May 5

FIRST MEETINGS.

ANKERS, ROBERT, Swansea May 14 at 11 Off Rec, Government bldgs, St Mary st, Swansea
BENNETT, FRANKLIN, Stockton Heath, Cheshire, Grocer May 14 at 3 Off Rec, Byrom st, Manchester
BUCKLAND, CHARLES HENRY, Rectory grove, Clapham, Bookseller May 17 at 12 Bankruptcy bldgs, Carey st
CRABBE, HERBERT ERNEST, Newton Abbot, Devon, Gentleman As previously gazetted
DALTON, JOHN SAMUEL, Hathersage, Derby, Builder May 14 at 11.30 Off Rec, Figtree ln, Sheffield
GILBERT, ALBERT, Walsall, Lamp Dealer May 13 at 12 Off Rec, 20, Lichfield st, Wolverhampton
GRAY, JOHN PERCY, Gosport, Hants, Grocer May 17 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
GRESTY, ALBERT EDWARD Urmston, Lancs, Grey Cloth Agent May 14 at 2.30 Off Rec, Byrom st, Manchester
JONES, WILLIAM TOM, Little Dawley, Salop, Baker May 15 at 11.30 Off Rec, 22, Swanhill, Shrewsbury
LETTS, JAMES ALBERT, Hall Green, Worcester, Grocer May 20 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
PORTHEIM, MORITZ, Cheapside, Manufacturer's Agent May 19 at 12 Bankruptcy bldgs, Carey st
ORRITT, PETER, Ormskirk, Boot Repairer May 14 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
PARKINSON, JOSEPH ARTHUR, and MARGARET KATHLEEN PARKINSON, Moston, Manchester, Laundry Proprietors May 14 at 3.30 Off Rec, Byrom st, Manchester
PARSONS, ALFRED, Middlesbrough, Coal Merchant May 14 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
SHERWOOD, CHARLES, Ross, Hereford, Bootmaker May 15 at 2.45 Off Rec, 2, Offa st, Hereford
SMITH, MARY ELIZABETH, Goole, Yorks May 14 at 11 Off Rec, 21, King st, Wakefield
THRESH, EDWIN, Wakefield, Plumber May 14 at 11.30 Off Rec, 21, King st, Wakefield
TUNBRIDGE, FREDERICK ADAM, Church Aikham, Kent, Builder May 14 at 11 Off Rec, 68A, Castle st, Canterbury
VERNON, WALTER, Kingsbury, Warwick, Butcher May 20 at 12 Ruskin chmbrs, 191, Corporation, st Birmingham

ADJUDICATIONS.

BAMFORD, TOM, Barnsley, Coal Miner Barnsley Pet May 5 Ord May 5
BUCKLAND, CHARLES HENRY, Rectory grove, Clapham, Bookseller High Court Pet April 16 Ord May 5
CHAPLIN, CHARLES, A, York ter, Regent's Park High Court Pet Jan 25 Ord May 4
CHAPMAN, GEORGE EDWARD, Westcliffe on Sea, Family Butcher Chelmsford Pet April 14 Ord May 5
COOKE, FREDERICK JOSEPH, Wilstead, Beds, Grocer Bedford Pet May 4 Ord May 4
DEAN, MAY, Southwark bridge High Court Pet Mar 11 Ord May 3
ELLIS, ROBERT, Aberdaron, Carnarvonshire, Grocer Portmadoc Pet May 5 Ord May 5
FLOWER, ALFRED JOHN WILLIAM SAUNDERS, Winton, Bournemouth, Builder Poole Pet Mar 8 Ord May 4
GASKIN, JOHN, Nottingham, Stockbroker Nottingham Pet Mar 31 Ord May 5
GILBERT, ALBERT, Walsall, Lamp Dealer Walsall Pet May 3 Ord May 3
GODSALL, GEORGE, Bromsgrove, Baker Worcester Pet May 4 Ord May 4
GREAVES, JAMES, Rawdon, Yorks, Painter Leeds Pet May 4 Ord May 4
GRESTY, ALBERT EDWARD, Urmston, Lancs, Grey Cloth Agent Manchester Pet April 12 Ord May 4
GROVES, ARTHUR, Cwmcarn, Collier Newport, Mon Pet April 20 Ord May 5
JOHNSON, JOSEPH, Somercotes, Derby, Fish Dealer Derby Pet May 4 Ord May 4
JONES, WILLIAM TOM, Little Dawley, Salop, Baker Shrewsbury Pet May 3 Ord May 3
LETTS, JAMES ALBERT, Hall Green, Worcester, Grocer Birmingham Pet May 3 Ord May 3
MARQUISS, FREDERICK GEORGE, Colwyn Bay, Denbigh, Tea Merchant Bangor Pet May 5 Ord May 5
MATTHEWS, EDWARD, Gwennap, Cornwall, Farm Labourer Truro Pet May 3 Ord May 3
MITCHELL, ERNEST EDWARD, North Clifton, Notts, Grocer Nottingham Pet May 3 Ord May 3
MOORE, JAMES, Bargates, Leominster, Political Agent Leominster Pet April 9 Ord May 3
ORME, HENRY MIRIAM, Burnaston, Etwall, nr Derby Burton on Trent Pet May 4 Ord May 4
PINSAAR, FRANCOIS JOUBERT, Woolston, Southampton High Court Pet July, 1914 Ord May 5
PRICE, WILLIAM HENRY LLOYD, Vaynor, Brecknock, Farmer Merthyr Tydfil Pet May 5 Ord May 5
SNEE, THOMAS, Salford, Provision Merchant Salford Pet May 5 Ord May 5
THRESH, EDWIN, Wakefield, Plumber Wakefield Pet May 1 Ord May 1
VERNON, WALTER, Kingsbury, Warwick, Butcher Birmingham Pet April 9 Ord May 5
VICKERS, ARTHUR, Salford, Finisher Salford Pet Mar 13 Ord May 4
WHITFIELD, WILLIAM GEORGE, Warkworth, Northumberland Agricultural Supplies Agent Newcastle upon Tyne Pet May 5 Ord May 5

London Gazette.—TUESDAY, May 11.

RECEIVING ORDERS.

BAGGOTT, JOSEPH, Birmingham, Insurance Agent Birmingham Pet May 6 Ord May 6
BLUNT, Sir JOHN HARVEY, Hazelwood rd, Putney, Wandsworth Pet Nov 25 Ord May 6

BROOK, ANNIE, Fareham, Hants Hastings Pet April 21 Ord May 7
CHRISTOFORIDI, JOHN, High Holborn, Tobacco Merchant High Court Pet April 13 Ord May 4
CRITCHLOW, JOHN THOMAS, Torquay, Cycle Dealer Exeter Pet May 7 Ord May 7
CRUMPTON, CLARA, Aston, Birmingham Birmingham Pet May 7 Ord May 7
DAVENPORT, JOHN PERCY, Edgbaston, Birmingham, Brewer Birmingham Pet May 6 Ord May 6
EDWARDS, TOM, Aberbargoed, Mon, Builder Tredegar Pet May 6 Ord May 6
GOTHORP, IRA, Lincoln, Glass and China Dealer Lincoln Pet May 8 Ord May 8
HASSEK, B, Holloway rd, Miscellaneous Dealer High Court Pet Mar 13 Ord May 7
HELBERT, HERBERT BASIL, Clarendon ct, Maida Vale High Court Pet April 9 Ord May 7
HOLDRUP, STEPHEN, Uxbridge, Middlx, Nurseryman Windsor Pet April 26 Ord May 8
JEFFELS, W R, Lavender hill, Draper Wandsworth Pet April 10 Ord May 6
LISTER, ALBERT WOOLDRIDGE, St Leonards on Sea, Stationer Hastings Pet April 23 Ord May 7
MILLS, WILLIAM, Wolverhampton, Baker Wolverhampton Pet May 6 Ord May 6
NICHOLSON, JAMES HUDSON, Fleetwood, Lancs, Solicitor Blackpool Pet April 22 Ord May 6
REES, GWILYM, Hengoed, Glam, Colliery Timberman Merthyr Tydfil Pet May 6 Ord May 6
ROBERTS, FREDERICK ARCHIBALD, Camomile st, Commercial Agent High Court Pet Mar 23 Ord May 6
STONE, FREDERICK, Leeds, Wheelwright Leeds Pet April 20 Ord May 7
TOMLINSON, CHARLES, Southend on Sea Chelmsford Pet April 28 Ord May 8
TSCHAGADAEFF, H H Prince, Holland rd High Court Pet April 12 Ord May 6
TUTT, GEORGE BETCHENO, and BERTRAM GEORGE HOWARD TUTT, Berkhampstead, Herts, Builders Aylesbury Pet May 6 Ord May 6
VAN DEN BERGH, ARTHUR STANLEY, Caversham, Commission Agent Reading Pet May 8 Ord May 8
VERVERS, JOHN H A, Southport, Baker Liverpool Pet April 16 Ord May 7
WILSON, E G, Old st High Court Pet Mar 31 Ord May 6
WOODHEAD, GEORGE, Great Grimsby, Commission Agent Great Grimsby Pet April 23 Ord May 7

FIRST MEETINGS.

ALLEN, HENRY, Staunton, Worcester, Farmer May 18 at 3.30 Off Rec, Station rd, Gloucester
BAMFORD, TOM, Barnsley, Coal Miner May 18 at 10.30 Off Rec, County Court Hall, Regent st (Eastgate entrance), Barnsley
BURNINGHAM, FREDERICK THOMAS, Farnham, Surrey, Baker May 18 at 11 132, York rd, Westminster Bridge rd
BUTLER, WILLIAM OWEN, Bedminster, Bristol, Commercial Clerk May 19 at 11.30 Off Rec, 26, Baldwin st, Bristol
COOKE, FREDERICK JOSEPH, Wilstead, Beds, Grocer May 19 at 3 Messrs Hallilley & Morrison's Office, Mill st, Bedford
CRITCHLOW, JOHN THOMAS, Torquay, Cycle Dealer May 19 at 11.45 Off Rec, 9, Bedford cir, Exeter
DAVID, HOWELL THOMAS, Neath, Farmer May 20 at 11 Off Rec, Government bldgs, St Mary's st, Swansea
DAVIES, JOHN, East Cilrhedyn, Carmarthen May 19 at 12.30 Off Rec, 4, Queen st, Carmarthen
GIBBS, FRANCIS JOHN, Cardiff, Grocer May 19 at 3 Off Rec, 117, St Mary st, Cardiff
GODSALL, GEORGE, Bromsgrove, Baker May 19 at 11.30 Off Rec, 11, Copenhagen st, Worcester
GREAVES, JAMES, Rawdon, Yorks, Decorator May 19 at 11 Off Rec, 24, Bond st, Leeds
HASSEK' B, Holloway rd, Miscellaneous Dealer May 19 at 1 Bankruptcy bldgs, Carey st
HELBERT, HERBERT BASIL, Clarendon ct, Maida Vale May 19 at 12 Bankruptcy bldgs, Carey st
JEFFELS, W R, Lavender hill, Draper May 19 at 11 132, York rd, Westminster Bridge rd
JOHNSON, JOSEPH, Somercotes, Derby, Fish and Fruit Dealer May 18 at 11.30 Off Rec, 12, St Peter's churchyard, Derby
JONES, EMILY, Bala, Merioneth, Greengrocer May 20 at 12 Crypt chmbrs, Chester
MATTHEWS, EDWARD, Gwennap, Cornwall, Farm Labourer May 19 at 12 Off Rec, 12, Princes st, Truro
MILLS, WILLIAM, Wolverhampton, Baker May 19 at 12 Off Rec, 30, Lichfield st, Wolverhampton
PICKERING, WILLIAM, East Retford, Grocer May 20 at 12.30 Off Rec, 10, Bank st, Lincoln
PRICE, WILLIAM HENRY LLOYD, Vaynor, Brecknock, Farmer May 21 at 2.30 Off Rec, County Court, Town Hall, Merthyr Tydfil
REES, GWILYM, Hengoed, Glam, Colliery Timberman May 19 at 11.15 Off Rec, St. Catherine's chmbrs, St. Catherine st, Pontypridd
ROBERTS, DAVID WILLIAM, Llanelly, Shearer May 19 at 12 Off Rec, 4, Queen st, Carmarthen
ROBERTS, FREDERICK ARCHIBALD, Camomile st, Commercial Agent May 20 at 12 Bankruptcy bldgs, Carey st
TOMLINSON, CHARLES, Southend on Sea May 20 at 11.30 14, Bedford row
TSCHAGADAEFF, H H Prince, Holland rd May 20 at 1 Bankruptcy bldgs, Carey st
WEBLEY, ALBERT JAMES, Llanelly, House Furnisher May 19 at 11.30 Off Rec, 4, Queen st, Carmarthen
WESTON, JOHN THOMAS, Sulsover, Derby, Baker May 20 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
WHITFIELD, WILLIAM GEORGE, Warkworth, Northumberland, Agricultural Supplies Agent May 19 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne
WILSON, E G, Old st May 20 at 1 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

BAGGOTT, JOSEPH, Birmingham, Insurance Agent Birmingham Pet May 6 Ord May 7
BURNINGHAM, FREDERICK THOMAS, Farnham, Surrey, Baker Guildford Pet May 4 Ord May 7
CRITCHLOW, JOHN THOMAS, Torquay, Cycle Dealer Exeter Pet May 7 Ord May 7
CRUMPTON, CLARA, Aston, Birmingham Birmingham Pet May 7 Ord May 7
DAVENPORT, JOHN PERCY, Edgbaston, Birmingham, Brewer Birmingham Pet May 6 Ord May 6
DAVIES, JOHN, East Cilrhedyn, Carmarthen Carmarthen Pet April 8 Ord May 6
EDWARDS, TOM, Aberbargoed, Mon, Builder Tredegar Pet May 6 Ord May 6
ELPHINSTONE, J, Lower Seymour st High Court Pet Nov 19 Ord May 7
GOTHORP, IRA, Lincoln, Glass and China Dealer Lincoln Pet May 8 Ord May 8
MILLS, WILLIAM, Wolverhampton, Baker Wolverhampton Pet May 6 Ord May 6
PECKHAM, ALFRED EDMUND, Ashton on Mersey, Chester, Printer Manchester Pet April 8 Ord May 6
PORTHEIM, MORITZ, Cheapside, Manufacturer's Agent High Court Pet Feb 26 Ord May 8
REES, GWILYM, Hengoed, Glam, Colliery Timberman Merthyr Tydfil Pet May 6 Ord May 6
ROBERTS, FREDERICK ARCHIBALD, Camomile st, Commercial Agent High Court Pet Mar 23 Ord May 7
VAN DEN BERGH, ARTHUR STANLEY, Caversham, Commission Agent Reading Pet May 8 Ord May 8
VITORIA, RAMON, Great St Helens, Ore Merchant High Court Pet Mar 9 Ord May 6
WATKINS, DANIEL, Lampeter, Solicitor Carmarthen Pet Oct 13 Ord May 5
WEBLEY, ALBERT JAMES, Llanelly, House Furnisher Carmarthen Pet Mar 24 Ord May 6
WOODCOCK, WILLIAM JOHN, Moseley, Birmingham, Insurance Agent Birmingham Pet Feb 2 Ord May 6
WOODHEAD, GEORGE, Great Grimsby, Commission Agent Great Grimsby Pet April 23 Ord May 7

ADJUDICATION ANNULLED.

PEGG, JOHN LANGFIELD, Cardiff Cardiff Adjud Aug 31, 1911 Annul May 5, 1915

ORDER ANNULLING, REVOKING, OR RESCINDING ORDER.

THOMAS, ALFRED, Ryde, Isle of Wight Newport Rec Ord Mar 17 Annul, Rev, or Resc May 8

CORRECTION.

London Gazette.—April 27.

MILLWOOD, WILLIAM, Savernake rd, Hampstead June 1 Stanley Evans & Co, 20, Theobalds rd, WC